



Amendment No. 2
to
Contract No. NA180000165
for
Austin Fire Department Promotional Testing
between
Morris & McDaniel Inc.
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective October 18, 2020 through October 17, 2021. Two options remain.
- 2.0 The total contract amount is increased by \$175,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/18/2018 – 10/17/2019	\$175,000.00	\$175,000.00
Amendment No. 1: Option 1 – Extension 10/18/2019 – 10/17/2020	\$175,000.00	\$350,000.00
Amendment No. 2: Option 2 – Extension 10/18/2020 – 10/17/2021	\$175,000.00	\$525,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Authorized Representative

Sign/Date: **Erin D'Vincent**

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin, ou=Purchasing
Office, email=erin.dvincent@austintexas.gov, c=US
Date: 2020.09.23.13:40:05 -05'00'

Printed Name: Erin D'Vincent
Procurement Supervisor

September 23, 2020

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA180000165
for
Austin Fire Department Promotional Testing
between
Morris & McDaniel
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective October 18, 2019 through October 17, 2020. Three options remain.
- 2.0 The total contract amount is increased by \$175,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/18/2018 – 10/17/2019	\$175,000.00	\$175,000.00
Amendment No. 1: Option 1 – Extension 10/18/2019 – 10/17/2020	\$175,000.00	\$350,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Authorized Representative

Sign/Date: Erin D'Vincent 10-8-19
Printed Name: Erin D'Vincent
Procurement Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Morris & McDaniel, Inc. ("Contractor")
for
Austin Fire Department Promotional Testing
MA 5800 NA180000165**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Morris & McDaniel having offices at 117 S. Saint Asaph Street, Alexandria, VA 22314 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5800 EAD3000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), 5800 EAD3000 including all documents incorporated by reference
- 1.1.3 Morris & McDaniel's Offer, dated June 21, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the City Purchasing Officer or designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$175,000 for the initial Contract term and \$175,000 for each extension option, for a total contract amount Not-to-Exceed \$875,000. Payment shall be made upon successful completion of services as outlined in the Scope of Work.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

MORRIS & MCDANIEL, INC.

CITY OF AUSTIN

DAVID M. MORRIS

Printed Name of Authorized Person

David M. Morris
Signature

PRES.

Title:

9-27-18

Date:

Erin D'Vincent

Printed Name of Authorized Person

Erin D'Vincent
Signature

Procurement Specialist IV

Title:

10-18-18

Date:

BEST AND FINAL OFFER

RATE SHEET EXPLANATORY REMARKS:

The initial sheet following this explanatory page, marked "Sheet 1" contains our proposed flat fee price for all costs including assessor costs (necessarily only an estimate at this point). This method of proposing a single fixed price is based on the City's response to Q17 found in the official Q&A's as follows:

"Q17. For pricing sheet, should expected assessor costs be included as an additional line item for each rank or included within a flat fee? In other words, will the City reimburse these costs outside of the contract, or should these be included within the costs?"

A17. All fees shall be included in the price sheet as a flat fee. No fees will be paid separately."

However, due to the fact that the RFP itself seems to contemplate a different arrangement as to assessor costs, in that periodic invoices at designated times for actual assessor costs as they are incurred appear to be required per the RFP terms, we have added a supplementary tabulation of our proposal marked as "Sheet 2" which shows the breakdown between our proposed flat fee for each of the assessment centers and our best estimate of assessor costs for the scoring of that assessment center; the total of those two figures comprising the one fixed fee seemingly required under the response to Q17.

We are prepared, upon award of the contract, to undertake the duties regarding recruiting and providing the interim financing for the various contemplated assessor costs and to invoice periodically for the actual costs as they are incurred per to RFP provisions, undertaking at all times, to keep those costs to the lowest amount possible without affecting the quality of the process and, at the end of the process, to account to the City for any savings that may have been amassed should our estimates of assessor costs prove to have exceeded the costs in actuality.

Alternate Scoring Proposal

Additionally, we would propose as an alternate to scoring the assessment center videos in Austin, that we would undertake to score the videos at our National Scoring Center located in Memphis, Tennessee, using the same cadre of assessors as we would recruit for Austin at a firm fixed price that would result in an overall cost savings to the City and reduce tremendously the level of effort of City HR and Accounting personnel related to handling item-by item reimbursement. This alternate proposal is submitted for the City's consideration and is contained on "Sheet 3" and we would hope for a favorable reaction; however, it should be firmly understood that this is an alternate proposal only and is not, in any way, to be considered in substitution of our primary proposal described above that is intended to, and does, in fact, meet the terms of the RFP.

CITY OF AUSTIN PURCHASING OFFICE
AUSTIN FIRE DEPARTMENT PROMOTIONAL EXAMINATION SERVICES
SECTION 0610 - RATE SHEET
SOLICITATION NUMBER RFP 5800 EAD3000
BEST AND FINAL OFFER

Section 1 - Job Analysis Costs				
RANK		COST PER RANK		
1.1	Fire Division Chief	\$7,250.00		
1.2	Fire Battalion Chief	\$7,250.00		
1.3	Fire Captain	\$7,250.00		
1.4	Fire Lieutenant	\$7,250.00		
1.5	Fire Specialist	\$7,250.00		
Section 2 - Written Multiple-Choice Promotional Examination Costs				
RANK		COST PER RANK		
2.1	Fire Division Chief	\$8,250.00		
2.2	Fire Battalion Chief	\$8,250.00		
2.3	Fire Captain	\$8,250.00		
2.4	Fire Lieutenant	\$8,250.00		
2.5	Fire Specialist	\$8,250.00		
Section 3 - Assessment Center Costs				
RANK		COST PER RANK	COST PER RANK	COST PER RANK
		1-15 Employees	16-35 Employees	36+ Employees
3.1	Fire Division Chief	\$24,458.00	\$31,000.00	\$40,452.00
3.2	Fire Battalion Chief	\$24,458.00	\$31,000.00	\$40,452.00
3.3	Fire Captain	\$24,458.00	\$31,000.00	\$40,452.00
Section 4 - For Informational Purposes Only				
4.1	Fire Lieutenant for 36+ Employees	\$41,000.00		
4.2	Expert Legal Support Fee (per Hour)	\$275.00/HR		
4.3	Administrative Legal Support Fee (per Hour)	\$85/HR		
				SHEET #1

BEST AND FINAL OFFER

Assessment Center Cost Breakdown-Prof Fees/Estimated Assessor Costs				
RANK		COST PER RANK	COST PER RANK	COST PER RANK
		1-15 Employees	16-35 Employees	36+ Employees
3.1	Fire Division Chief			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
	TOTAL	\$24,458.00	\$31,000.00	\$40,452.00
3.2	Fire Battalion Chief			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
	TOTAL	\$24,458.00	\$31,000.00	\$40,452.00
3.3	Fire Captain			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
		\$24,458.00	\$31,000.00	\$40,452.00

NOTE OF EXPLANATION: Per the earlier "Rate Sheet Explanatory Remarks" this Sheet #2 is for explanatory purposes only and is NOT intended to be a separate proposal on pricing. Its purpose is to inform as to our separation of two distinct considerations that entered into our final proposed single fixed fee pricing; namely, (1) professional fees, and (2) assessor costs apparently required to be included in the single fixed price per the directive contained in A.17 to the official Q&A's made a part of the RFP. This Sheet #2 is included to permit a more informed evaluation of our pricing should other proposers elect to format their responses in some other form.

CITY OF AUSTIN PURCHASING OFFICE
AUSTIN FIRE DEPARTMENT PROMOTIONAL EXAMINATION SERVICES
SECTION 0610 - RATE SHEET
SOLICITATION NUMBER RFP 5800 EAD3000
BEST AND FINAL OFFER

Section 1 - Job Analysis Costs				
RANK		COST PER RANK		
1.1	Fire Division Chief	\$7,250.00		
1.2	Fire Battalion Chief	\$7,250.00		
1.3	Fire Captain	\$7,250.00		
1.4	Fire Lieutenant	\$7,250.00		
1.5	Fire Specialist	\$7,250.00		
Section 2 - Written Multiple-Choice Promotional Examination Costs				
RANK		COST PER RANK		
2.1	Fire Division Chief	\$8,250.00		
2.2	Fire Battalion Chief	\$8,250.00		
2.3	Fire Captain	\$8,250.00		
2.4	Fire Lieutenant	\$8,250.00		
2.5	Fire Specialist	\$8,250.00		
Section 3 - Assessment Center Costs				
RANK		COST PER RANK 1-15 Employees	COST PER RANK 16-35 Employees	COST PER RANK 36+ Employees
3.1	Fire Division Chief	\$22,926.00	\$30,000.00	\$38,808.00
3.2	Fire Battalion Chief	\$22,926.00	\$30,000.00	\$38,808.00
3.3	Fire Captain	\$22,926.00	\$30,000.00	\$38,808.00
Section 4 - For Informational Purposes Only				
4.1	Fire Lieutenant for 36+ Employees	\$39,000.00		
4.2	Expert Legal Support Fee (per Hour)	\$275.00/HR		
4.3	Administrative Legal Support Fee (per Hour)	\$85/HR		
NOTE: This pricing matrix is for the alternate proposal of scoring at our national scoring center in Memphis, TN.				



RFP 5800 EAD3000
DEVELOPMENT, VALIDATION AND
ADMINISTRATION
OF WRITTEN EXAMINATIONS AND
ASSESSMENTS FOR THE CITY OF AUSTIN AND
THE AUSTIN FIRE DEPARTMENT
FOR THE RANKS OF
FIRE DIVISION CHIEF, FIRE BATTALION
CHIEF, FIRE CAPTAIN, FIRE LIEUTENANT
AND FIRE SPECIALIST



Submitted to:

Ms. Erin D'Vincent, Procurement Specialist IV
Purchasing Office
124 W. 8th Street
Room 308
Austin, TX 78701
Telephone: (512) 974-2500

Submitted by:



Morris & McDaniel, Inc.
Management Consultants
David M. Morris, Ph.D., J.D., President
117 South Saint Asaph Street
Alexandria, VA 22314
Telephone: (703) 836-3600
E-mail: contact@morrisandmcdaniel.com

JUNE 22, 2018

Washington, D.C.

Atlanta, GA

New Orleans, LA

Jackson, MS

Memphis, TN



Morris & McDaniel
Management Consultants

117 South Saint Asaph Street
Alexandria, VA 22314
Telephone: 703-836-3600
Fax: 703-836-4280
www.morrisandmcdaniel.com

June 22, 2018

Ms. Erin D'Vincent, Procurement Specialist IV
Purchasing Office
124 W. 8th Street
Room 308
Austin, TX 78701
Telephone: (512) 974-2500

Dear Ms. D'Vincent:

Morris & McDaniel is pleased to submit our proposal to develop and validate a promotional process, which is to include written multiple-choice examinations and assessment exercises that incorporate best practices currently used in the field of testing, for the City of Austin and the Austin Fire Department to assist in identifying incumbents who are best qualified for promotion to the ranks of Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant and Fire Specialist. We understand the initial term of this contract is intended to be twelve (12) months and may be extended up to four (4) additional twelve (12) month periods at the City's sole option. Our proposal for professional services is valid for One Hundred Eighty (180) calendar days subsequent to the RFP closing date (June 26, 2018). We acknowledge the receipt of Addendum 1.

Morris & McDaniel has a long and successful history of service to fire and police jurisdictions throughout the United States. Our record of superior performance extends over forty-two (42) years. According to a recent release from the City of New York, Morris & McDaniel is the only firm that provides testing services to the New York Police and Fire (Appendix A). Some of our fire service clients include Houston Fire Department, Austin Fire Department, Orange County Fire Rescue, Kansas City Fire Department, District of Columbia Fire and Emergency Medical Services Department, Norfolk Fire Department, Memphis Fire Department, and Jackson Fire Department. We are under contract to perform numerous fire and police projects for New York City and we have conducted their promotional tests for fire Lieutenant and Captain positions. We are pleased that, among the many clients around the country that we have served well, we can include the Austin Fire Department. Joe Nassar, Co-Owner and Vice-President, or I, as Co-Owner and President, have the designated authority to enter into contract discussions and negotiations and sign a contract on behalf of Morris & McDaniel.

Either principal can be contacted during the period of evaluation and act promptly on contract execution if awarded the project. Morris & McDaniel understands that time is of the essence and is prepared to immediately start work on this project upon contract award. Our firm will work closely with the City toward mutually agreeable project goals and schedules.



We have paid particular attention to the expressed needs of the City of Austin and the Austin Fire Department as outlined in the RFP, and we believe this proposal is responsive to the information you require and will demonstrate why Morris & McDaniel will best serve the needs of the City of Austin and the Austin Fire Department specifically as follows:

Test Validation and Promotional Assessment Expertise

Morris & McDaniel is a national leader in conducting test development, validation and assessment projects. We have been recognized by the Society of Industrial Organizational Psychology as being "an authoritative source" in the area of building E.E.O. defensibility into tests and personnel systems. (APA; Division 14 Publication on Conducting and Evaluating Continuing Education Workshops, 1985). In terms of serving the public sector in developing legally defensible selection systems, we know of no other firm that can match our record. In our 39 years of providing protective service assessment work, our assessment procedures have been successful in enfranchising minorities and females into protective service positions, while emphasizing merit-based principles. Our proposal is based on the program that federal judges have accepted as valid and nondiscriminatory as determined by the Federal Court (Morrow v. Ingram, Civil Action No. 4716(G), 2004 U.S. Dist., S.D. Ms. Sept. 17, 2004) and that when we are allowed to implement consistently results in a candidate pool of exceptional quality and diversity.

Assessment Center Philosophy

An in-depth understanding of our clients and their environment is our goal. This approach allows us to provide more effective personnel assistance. Our emphasis is not limited to developing and conducting valid assessment procedures. It includes establishment of sound procedures and consistent methodologies and is based upon an examination of the underlying rationale of the system and the needs it serves.

This "business approach" places emphasis on timely involvement of the principals in all aspects of the project. We recognize the importance of open and timely communication between personnel psychologists and their clients. We will make every effort to be responsive to your requests for special engagements and, where appropriate, at your request we will actively participate in various management and committee meetings related to this project.

The Team of Professionals

The principals, associates, and staff who will serve you have extensive experience and expertise in conducting this type of project. Our project team will meet your needs and is unmatched both in extensive professional experience and professional training. The resumes of these individuals are included in this proposal.




Ms. Erin D'Vincent, Procurement Specialist IV
Purchasing Office
Page 3

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe, however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are prepared to provide this interest in full measure.

Sincerely,



David M. Morris, Ph.D., J.D.
President
117 S. Saint Asaph Street
Alexandria, VA 22314
Telephone: (703) 836-3600



Joe F. Nassar, M.P.A.
Vice President
117 S. Saint Asaph Street
Alexandria, VA 22314
Telephone: (703) 836-3600

DMM/JFN/gsga/ew

Enclosures



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SECTION I

TAB 1 - CITY OF AUSTIN PURCHASING OFFICE DOCUMENTS



TAB 1 - CITY OF AUSTIN PURCHASING OFFICE DOCUMENTS

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0630 Exceptions
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 Living Wages Contractor Certification
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan – only required to be returned if your firm is subcontracting
- J. Signed Addendums





CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 5800 EAD3000

DATE ISSUED: June 4, 2018

REQUISITION NO.: 18043000473

COMMODITY CODE: 92420

COMMODITY/SERVICE DESCRIPTION: Austin Fire
Department Promotional Testing

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME

AND DATE: June 12, 2018, 12:00 PM, Central Time
Conference line available: 512-974-9300 Code: 810786

LOCATION: 124 W. 8th Street, 3rd Floor, Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Procurement Specialist IV

Phone: (512) 974-3070

E-Mail: erin.dvincent@austintexas.gov

PROPOSAL DUE PRIOR TO: June 26, 2018, 2:00 PM, Central

PROPOSAL OPENING TIME AND DATE: June 26, 2018, 3:00
PM, Central

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 5800 EAD3000	Purchasing Office-Response Enclosed for Solicitation # RFP 5800 EAD3000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0630	EXCEPTIONS	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	Collective Bargaining Agreement	108
Attachment B	Civil Service Commission Rules and Regulations	44

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: MORRIS & McDANIEL, INC.

Company Address: 117 SOUTH SAINT ASAPH STREET

City, State, Zip: ALEXANDRIA, VIRGINIA 22314

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: DAVID M. MORRIS, Ph.D., J.D.

Title: PRESIDENT

Signature of Officer or Authorized Representative: David M. Morris

Date: 6/21/18

Email Address: CONTACT @ MORRISANDMCDANIEL.COM

Phone Number: 703-836-3600

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by writing to erin.dvincent@austintexas.gov at least seven (7) calendar days before the solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767
PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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SUPPLEMENTAL PURCHASE PROVISIONS**

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the life of the contract.

- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

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SUPPLEMENTAL PURCHASE PROVISIONS**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Payments will be processed after receipt of final candidate scores as well as with technical validation reports for written examinations. Invoices should be submitted with the validation report or electronically.
- B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed or emailed to the below address:

	City of Austin
Department	Human Resources Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Email	CivilServiceOffice@austintexas.gov

- C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors tests be on recycled paper.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

7. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **OWNERSHIP AND USE OF DELIVERABLES:**

Job analysis and validation reports will become property of the City. Written exams will not become property of the City.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mecia Griffin

512-974-3235

Mecia.Griffin@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**City of Austin
Scope of Work
Austin Fire Department Promotional Testing
RFP 5800 EAD3000**

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks civil service promotional process consultants qualified and experienced in the development of job analysis for promotional ranks within the Fire Service, development and validation of written multiple-choice promotional examinations, development and execution of assessment center exercises for the purpose of promoting Austin Fire Department (AFD) personnel to the following ranks:

Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant, and Fire Specialist.

2. BACKGROUND

The City of Austin Fire Department's promotional examination process is governed by the Texas Local Government Code, Chapter 143, Collective Bargaining Agreement between the City of Austin and the Austin Fire Association (Article 16 – Promotions) hereinafter referred to as the Agreement (Attachment A), and the City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations (Attachment B).

Note: The Texas Local Government <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.143.htm>

The actual number of candidates will fluctuate for each written multiple choice examination and assessment center exercises. Listed below are the numbers for the most recently administered promotional exams by rank:

Rank	Last Written Multiple Choice Examination	Assessment Center
Division Chief	6	Yes
Fire Battalion Chief	8	Yes
Fire Captain	49	Yes
Fire Lieutenant	62	N/A
Fire Specialist	162	N/A

3. OBJECTIVE

3.1 The City desires a qualified promotional process consultant for:

- the development of job analyses and validation report by rank, for promotional ranks with Austin Fire Department; and
- the development of a promotional written exam to include an assessment center process that identifies qualified candidates from a pool of individuals seeking promotion. Candidates seeking promotion are participating in the fire department's promotional process as outlined in the Agreement.

4. CONSULTANT DELIVERABLES AND ACCEPTANCE OF WORK

All deliverables shall be developed in accordance with:

- Texas Local Government Code, Chapter 143, <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.143.htm>
- The Collective Bargaining Agreement (Attachment A)
- City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations (Attachment B)

**City of Austin
Scope of Work
Austin Fire Department Promotional Testing
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4.1 Conduct Job Analysis

- 4.1.1 The consultant shall be required to perform a separate job analysis for the ranks of Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant, and Fire Specialist.
- 4.1.2 A bound copy of a job analysis report is due to the Civil Service Director or his/her designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered.
- 4.1.3 Job analysis and validation reports shall become the property of the City of Austin.

4.2 Develop and Validate Written Multiple-Choice Promotional Examinations

- 4.2.1 The promotional process for Fire Specialist and Lieutenant consists of a written examination.
- 4.2.2 The promotional process for Division Chief, Battalion Chief and Captain consists of a written examination, an Assessment Center and potential other assessment.
- 4.2.3 The date of the written examination and the list of source materials for the examination shall be posted in accordance with provisions of the Texas Local Government Code Chapter 143. The promotional process consultant may recommend source materials to the Fire Chief for consideration.

Written multiple-choice examinations for each position shall be developed using the source materials selected by the Fire Chief. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in the source materials. The Director of Civil Service or his/her designee(s) will mail hard copies of the source materials to the promotional process consultant.

- 4.2.4 The promotional process consultant shall include five (5) examples of examination questions with their proposal.
- 4.2.5 The consultant shall prepare a master preliminary examination for each rank with 120 questions per examination in proportion to the weighting expressed on the source materials posting. The preliminary exam will include cited source material for each question. Submittal shall be delivered to the Civil Service Director or his/her designee(s) at a minimum of four (4) weeks prior to the exam date for an item review process. The questions will be maintained with the same level of security as the final exam.
- 4.2.6 The consultant shall conduct an item review process during working business hours. The consultant will administer this process in person with the Subject Matter Experts (SME) and Civil Director or his/her designee(s).
- 4.2.7 The consultant is responsible for making adjustments based on the City's comments regarding the examination review copy and providing the following for each examination:

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- A final master examination booklet consisting of 100 questions out of the preliminary 120 questions, which identifies the source material including page number and highlighted text. The final 100 items will be proportional to the weights expressed on the materials source posting.
 - A final master examination scoring key.
 - A quality assurance measure conference call with the Director of Civil Service or his/her designee(s) shall occur one week prior to the exam date. The consultant will verify accuracy of items, accuracy of item review revisions, deletions and source material percentages and citations.
- 4.2.8 The consultant will certify that the promotional process is valid in accordance with accepted professional standards, such as the Society for Industrial and Organizational Psychology's Principal for Validation and Use of Personnel Selection Procedures (SIOPS). This certification shall serve as conclusive evidence of promotional process validity.
- 4.2.9 The development and final master copy of each written promotional examination for all ranks must be completed and delivered electronically at least fourteen (14) calendar days prior to the examination date.
- 4.2.10 Candidates that have taken a written promotional examination, may, within five (5) City of Austin business days of posting of written promotional exam results, review his/her exam results. Candidates may submit written appeals to exam questions based on predetermined criteria. All appeals are reviewed by the Employee Review Committee (ERC) established in Attachment A. Appeals which are deemed successful by the ERC will be sent to the consultant in order for the consultant to provide a written response within two (2) business days. The candidates appeal and the response prepared by the consultant shall be presented to the City of Austin Firefighters', Police Officers', and Emergency Medical Services Personnel's Civil Service Commission (Civil Service Commission) for a final ruling.
- 4.2.11 The consultant shall furnish a bound technical report documenting the procedures used to establish the validity of all the examinations. The Civil Service Director or his/her designee(s) must receive this report within thirty (30) calendar days after the examination has been administered. Payment is contingent upon receipt of the technical report.
- 4.2.12 The City will be responsible for administering and grading the multiple-choice written examination and will provide the facilities for testing.
- 4.2.13 For classifications with an Assessment Center included in the promotional process, the written examination score will be at least fifty percent (50%) of the composite score, unless the consultant identifies a psychometric reason for weighting the written examination score at less than fifty percent (50%) of the composite score.
- 4.2.14 The consultant will determine whether or not to have a passing cut off score as a condition of proceeding to the Assessment Center portion of the examination.

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4.3 Conduct Orientation Sessions

- 4.3.1 Orientations for Assessment Centers – The consultant shall provide two (2) classroom orientations for all candidates. These orientations sessions may also be conducted in joint sessions for multiple ranks, if deemed appropriate by the City.
- For each Assessment Center orientation, the consultant shall provide appropriate handouts to all participants and provide an overview of the process and procedures which shall include timeframes, exercise module descriptions, recommendation for study habits, and other appropriate information.
- 4.3.2 The City shall be allowed to record each orientation session using audio/visual equipment and personnel furnished by the City. The recording and appropriate handouts shall be considered property of the City.

4.4 Develop and Validate Assessment Center Exercises

- 4.4.1 The Assessment Center process shall be administered by the promotional process consultant in accordance with the Collective Bargaining Agreement, Article 16.
- 4.4.2 The dates of the Assessment Center shall be posted at least ninety (90) days prior to the date(s) specified for the Assessment Center. The posting will include a brief description of the criteria and subject areas for the Assessment Center.
- 4.4.3 The consultant shall discuss the Assessment Center exercise plan and the development of the selected exercises with the Fire Chief and/or his/her designee(s). Proposed scenarios will be presented to the Chief or designee for review and input. The Fire Chief is the final approval authority for the final exercises to be used in all Assessment Centers.
- 4.4.4 The exercises themselves shall be assessed by an Assessment Center Panel (the Panel) consisting of three (3) members per exercise. The consultant shall be responsible for the recruiting, training, and selection of the Panel members and ensure they meet the following criteria:
- Shall not be a current, former, or retired employees of the City of Austin;
 - Shall not have relationships with any candidates participating in the Assessment Center;
 - Shall have at least one (1) year of experience, within the last five (5) years immediately preceding the Assessment Center, as a fire service professional in the same or higher rank being assessed in a fire department having a minimum staffed strength of four hundred (400) fully paid career fire fighters; and
 - The same Panel of three (3) members will assess the entire candidate pool for any given scenario or discrete portion of the Assessment Center.

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- The consultant will arrange and reimburse all travel for assessors from their city of residence to Austin for necessary training and scoring activities and their return, to include:
 - Coach-class commercial airfare or what is most economical to the City, while accommodating the reasonable requirements of individual assessors.
 - Home airport parking at the lowest economy parking rate available on the airport property. Receipt required.
 - One checked bag fee to and from Austin. Receipts required. There will be no reimbursement for overweight charges on checked bags.
 - Ground transportation from the airport to the hotel supported by a taxi or shuttle receipt. Ground transportation from the hotel back to the airport will be paid by matching the arriving fee. No receipt required.
 - Reasonable reimbursement for those assessors electing to travel by private vehicle to and from the assessment location, to include mileage at the then-prevailing Federal GSA mileage reimbursement rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>) together with any self-parking charges during their hotel stay. (In the event the hosting hotel has valet parking only, driving assessors will be reimbursed at valet rates.) Mileage reimbursement will not exceed the cost of a round trip commercial airline ticket from the assessor's home city to Austin and return, calculated as having been booked two weeks' prior to the scheduled travel date.
 - Individual hotel room. Accommodation to begin on the day before assessor training is to begin and ending at check-out time on the assessor's scheduled departure date. Accommodations to include in-room internet service.
 - Daily per diem to all assessors for each day of service, including the day of travel before training begins and the day of travel back to their city of residence. Per diem will be paid for each such day at the then-prevailing Federal GSA rate (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals and incidental expenses for the City of Austin, without the requirement of supporting receipts. Travel days will be at the full daily rate without consideration as to the actual travel hours of the assessor. When appropriate, breakfast and/or lunch for each day of training and scoring may be catered by the hotel in order to avoid undue delays in the scoring process. In those instances where breakfast and/or lunch is catered, an appropriate reduction will be made in the daily per diem rate to the assessors using the published GSA schedule of meal cost breakdown.
- The consultant will arrange for the training and scoring venue:

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- Hotel charges for the training and scoring venue; typically an appropriately-sized meeting or event room in a business-class hotel will be used. The consultant shall negotiate the rate to obtain the best value for the City.
 - The consultant will reserve hotel rooms at the same hotel where the scoring activities are to take place. Consultant shall negotiate to obtain the best value for the City.
 - Banquet order charges for coffee, snacks and refreshments for assessors for each day of training and scoring to be available in the training/scoring venue.
- Reimbursement to the consultant will be based upon submitted invoices to be paid no later than thirty (30) days from submission to the City, with invoices being submitted and supported on the following terms:
 - All assessor airfares, the consultant will submit an invoice supported by appropriate airline receipts.
 - Hotel meeting rooms and assessor's rooms, the consultant will submit an invoice supported by the hotel receipts.
 - One week prior to the beginning day of assessor training, the consultant will invoice the City for an amount equal to (1) the number of assessors scheduled to attend multiplied by (2) the number of anticipated days each assessor will be receiving per diem multiplied by (3) the prevailing daily GSA rate.
 - As soon as practical after the first day of assessor training, the consultant will invoice for assessor bag fees and ground transportation fees calculated in the manner set out in paragraphs 1.b. and 1.c. above, supported by the arriving bag fee receipts and arriving ground transportation receipts.
 - As soon as practical after the first day of assessor training, the consultant will invoice for round trip mileage for all driving assessors as calculated in paragraph 1.d. above to be supported by a Mapquest and Google Maps printout showing the mileage from the assessor's residence address to the hotel address, and also supported by documentary evidence of estimated airline ticket cost for the same travel in order to demonstrate that the upper limit on reimbursement set out in paragraph 1.d. has not been exceeded.
 - Immediately upon conclusion of the scoring activities, the consultant will invoice for all hotel charges, including assessors' individual sleep rooms, scoring venue charges, and banquet order charges for assessor refreshments, and driving assessors' allowable parking charges, to be supported by appropriate hotel receipts and invoices.
- The parties acknowledge that the actual time required for a scoring process such as that contemplated in this instrument is difficult to determine with precision in advance. In that light, it is envisioned that assessor departure

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dates may change in ways that cannot be determined until near the end of a scoring process. When such situations arise, there may be instances where assessors request to depart early to return to their duties at their home jurisdiction, which involve, among other things, the possibility of airline change fees to reschedule their departure. The consultant will have reasonable latitude in such instances to pay change fees, taking into account possible hotel savings and per diem savings realized by the early departure of the affected assessor and all other remaining assessors. (There is no requirement that the savings be dollar for dollar in relation to the change fee so long as any additional funds that permits the assessor to return to their normal duties promptly upon completion of their work for the City is not an unreasonable amount in view of the circumstances existing at the time.)

- 4.4.5 A candidate's assessment session will not be conducted in the presence of other promotional candidates, and may be given at different times from other candidates.
- 4.4.6 The consultant upon request will meet and discuss the methods used in developing the testing processes.
- 4.4.7 The assessment sessions will be video recorded by the consultant in a format that allows playback of both visual and audio. A copy of all recordings associated with the assessment exercises shall be provided by the consultant at no additional costs to the City. The consultant shall provide recordings to the City on the last day of assessment grading.
- 4.4.8 A candidate's total score resulting from the promotional procedure shall be based on a composite of scores combining the final written examination and the Assessment Center scores, as calculated by the consultant. The total credit for all combined exam components will be 100% of the candidate's total score, and will be allocated as part of the test design, subject to the requirements of the Collective Bargaining Agreement, Article 16, Section 4.A.3. The maximum number of points available for any single examination component will be determined through the test design, with the consultant, which may include the job analysis process with Subject Matter Expert (SME) input. The allocation between the two procedures will be published as soon as practicable prior to the date of the written examination.
- 4.4.9 Upon completion of the Assessment Center, the consultant shall produce a Microsoft Excel spreadsheet consisting of the scores for each exercise and a composite Assessment Center score. The consultant shall provide the Assessment Center scores to the Director of Civil Service or his/her designee(s) within (5) five business days of completion of the Assessment Center, depending upon the number of assessment center candidates.
- 4.4.10 After the Assessment Center process has been completed, for each candidate who files a request there will be a process for a voluntary, individual debriefing, at which time the candidate will receive information concerning his or her scores and the weight of the components of the testing process. A fire fighter may review the video of his/her Assessment Center as part of the debriefing process.

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- 4.4.11 The consultant must be capable of administering all video captured assessments in two consecutive days or less.
- 4.4.12 The City is responsible for coordinating the written exam and Assessment Center locations.
- 4.4.13 The vendor shall submit a statement regarding their willingness, capability, and process for using a second review for assessment scoring in the event a candidate challenges the assessment scoring. If a vendor agrees to accept Assessment Center appeals (computational errors only), the Director of Civil Service or his/her designee(s) shall establish by policy the timelines for such appeals.

5. LEGAL SUPPORT

The successful promotional process consultant shall agree to defend the job analysis, validation report, and criteria used to construct the report, as well as any aspect of the promotional examination and assessment center, if required to do so, through expert testimony in court or at administrative proceedings.

The consultant should be compensated at a pre-determined hourly rate which shall be included in the cost section of the proposal.

6. CONTRACT COMMUNICATION

During the term of the contract, the consultant shall communicate directly with and submit all reports to the Director of Civil Service or his/her designee(s).

7. ADDITIONAL INFORMATION

- 7.1 The consultant is expected to administer the item review process.
- 7.2 The consultant is not expected to be onsite for the administration of the written exams.
- 7.3 Written exams will not become property of the City.
- 7.4 The consultant is responsible to only ship one copy of the exam(s) and the City will make the appropriate number of copies.
- 7.5 The consultant is not expected to be onsite during any appeals process since the appeals are sent to the consultant electronically.
- 7.6 The last job analysis occurred in 2016.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD3000**

1. PROPOSAL FORMAT:

Submit one original paper copy and an electronic copy of the original proposal in PDF version on a flash drive. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0630 Exceptions
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 Living Wages Contractor Certification
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan – only required to be returned if your firm is subcontracting
- J. Signed Addendums

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – References: Provide a list of three (3) current or previous clients in which your firm provides a minimum of 200 annual tests for firefighters eligible for promotion. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Agency
- Agency contract manager and title
- Direct telephone number and email address
- Number of firefighters tested annually by rank for that agency
- Year contract was awarded, length of contract, annual and total value of contract

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 5 – Personnel Experience and Qualifications: Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities; and interface the team with City team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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Identify all key persons, their title, and credentials who will be assigned to the City of Austin and include the information listed below. Do not include this information for all staff. Only include this information for staff directly assigned and supporting this contract.

- A. The number of clients they are responsible for
- B. Percentage of time they will be allocated to the City of Austin
- C. Office location
- D. Resumes
- E. Degree/Certifications/Licenses and number of years of experience in their role

Tab 6 – Company Experience: Detail out how long your company has provided firefighter promotional exams including the ranks and any litigation your firm has been involved in regarding firefighter promotions and the outcome (or status if it has not been settled).

Tab 7 – Program: Starting with Item 4.0 and ending with Item 5.0 in Section 0500 Scope of Work, confirm your company's acceptance/agreement of the requirement and detail how your company will comply and/or exceed the requirements of the Scope of Work.

Tab 8 – Required Documents: Include the following documents in this tab:

- A. Five sample written exam questions
- B. Sample feedback forms
- C. Timeline of tasks

Section II

Price Proposal - Complete and submit Section 0610 Rate Sheet. Fill in any of the sections that are applicable to the plan(s) your company is proposing. If pricing for these services are not submitted on Section 0610 Design Rate Sheet, then the Offeror may be deemed nonresponsive.

Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Proprietary & Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise ("SDVBE"): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD3000**

Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Program:** Reference Section I, Tab 7 **(40 points)**
- 2. Price Proposal:** Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis – Reference Section II **(15 points)**
- 3. Applicable Company and Personnel Experience:** reference Section I, Tab 3, Tab 5, Tab 6 **(27 points)**
- 4. Required Documents:** reference Section I, Tab 8 **(5 points)**
- 5. Local Business Presence: (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- 6. Service-Disabled Veteran Business Enterprise –** reference Section 0840 SDVBE Contractor Certification **(Maximum 3 points)**

Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

N/A

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

N/A

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 5800 EAD3000

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
☐ 0400 Supplemental Purchase Provisions
☐ 0500 Scope of Work

NONE

Page Number

Section Number

Section Description

Alternative Language:

Justification:

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 21ST day of JUNE, 2018

CONTRACTOR

Authorized
Signature

Title

MORRIS & McDONNELL, INC.
Paul M. Morris
PRESIDENT

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
DAVID M. MORRIS, Ph.D., J.D.	MORRIS & MCDANIEL, INC.	PRIME	\$ 67.92	PROJECT DIRECTOR PRESIDENT
ROGER H. McMillin, J.D.	MORRIS & MCDANIEL, INC.	PRIME	\$ 60.09	PROJECT CONTROLLER & VICE-PRES. OPERATIONS
JOE F. NASSAR, M.P.A.	MORRIS & MCDANIEL, INC.	PRIME	\$ 52.88	PROJECT COORDINATOR & VICE-PRESIDENT
KIMBERLY ANDERSON, M.S.	MORRIS & MCDANIEL, INC.	PRIME	\$ 33.65	SENIOR STAFF CONSULTANT
MAYRA PRADO, M.S.	MORRIS & MCDANIEL, INC.	PRIME	\$ 26.44	STAFF CONSULTANT
MOLLY McDONALD, B.A.	MORRIS & MCDANIEL, INC.	PRIME	\$ 24.03	STAFF CONSULTANT

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: DAVID M. MORRIS, Ph.D., J.D.
MORRIS & MCDANIEL, INC.

Signature of Officer
or Authorized
Representative:

David M. Morris

Date: 6/21/18

Printed Name:

DAVID M. MORRIS, Ph.D., J.D.

Title

PRESIDENT

Section 0835: Non-Resident Bidder Provisions

Company Name MORRIS & MCDANIEL, INC.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: NON-RESIDENT

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: YES Which State: VIRGINIA

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: THERE IS NO FIXED AMOUNT OR PERCENTAGE. THE LAW IS ONE OF RECIPROCITY. IF THE NON-RESIDENT BIDDER IS FROM A STATE THAT OFFERS IT'S RESIDENT bidders A FIXED PREFERENCE, THEN THE VIRGINIA COMPANY IS ENTITLED TO THE SAME PREFERENCE WHEN THE PROJECT IS BEING BID IN VIRGINIA.

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
MORRIS & MCDANIEL, INC.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 EAD3000

SOLICITATION TITLE: Austin Fire Department Promotional Testing

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information	
Company Name	MORRIS + McDANIEL, INC.
City Vendor ID Code	0000004616
Physical Address	117 SOUTH SAINT ASAPH ST.
City, State Zip	ALEXANDRIA, VIRGINIA 22314
Phone Number	703-836-3600
Email Address	CONTACT @ MORRISANDMCDANIEL.COM
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

DAVID M. MORRIS, Ph.D., J.D.
PRESIDENT

Name and Title of Authorized Representative (Print or Type)

[Signature]
2/21/18

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD3000

SOLICITATION TITLE: Austin Fire Department Promotional Testing

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s). *N/A*

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts. *N/A*

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST – *N/A*

When using NON-CERTIFIED Subcontractor/Sub-consultant(s), ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD3000

SOLICITATION TITLE: Austin Fire Department Promotional Testing

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person. N/A

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published. N/A

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person. N/A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD3000

SOLICITATION TITLE: Austin Fire Department Promotional Testing

N/A

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 EAD3000

Addendum No: 1

Date of Addendum: 6/12/18

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Remove Section 0700 Reference Sheet from the packet completely. The information for References shall be listed under Tab 3 in Section 0600 Proposal Preparation Instructions and Evaluation Factors.
- II. **Questions:**
- Q1. When was the last job analysis study conducted for each of the ranks and who completed it?
A1. July 2016 and it was completed by Morris & McDaniel.
- Q2. The potential vendor is required to include five examples of examination questions. Is there a specific rank to which these questions should be linked?
A2. No.
- Q3. In order to maintain examination security and minimize work for the City, may the vendor provide all necessary hard copies of the written examination for each rank rather than one electronic/hard copy version?
A3. For security reasons we prefer a password protected original. We have a contract with a secure printing company.
- Q4. For the written examination review by candidates, which results will they be able to see (i.e., the actual key against selected responses, just the items missed, or just overall results)?
A4. Exam with answers.
- Q5. Since the City will be responsible for grading the written examination, what kind of equipment will the vendor be responsible for providing?
A5. Microsoft Word answer key.
- Q6. Can the contractor run item analyses and score reports on the results to review item and candidate performance in order to ensure fairness for the candidate pool? Is this feasible under the required scope of work?
A6. Yes. We routinely provide exam reports to consultants.
- Q7. Has the City used a cut-score in the past to determine who shall proceed to the assessment center?
A7. Yes.
- Q8. Is the City amenable to having the candidates scored live by the assessors rather than after-the-fact and through a video/audio medium only?
A8. The Collective Bargaining Agreement does not specify that the assessment must be conducted in any particular manner. The candidate's exercise must be video captured. Recent past practice (10 years) has been to have assessments conducted after-the-fact.
- Q9. The City requests that a candidate's assessment session not be conducted in the presence of other promotional candidates. Does this include exercise preparation time? For example, we may have more than one candidate preparing at the same time, although they will conduct the actual exercises in different rooms. Is this feasible?

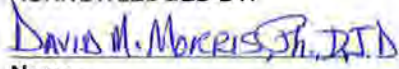
- A9. Yes.
- Q10. Who is responsible for providing the audio and visual equipment for the assessment centers?
A10. Vendor.
- Q11. Is the City willing to provide additional proctors to operate the audio and visual equipment for the assessment centers?
A11. No.
- Q12. With whom has the City previously contracted for similar services?
A12. The current contract is with Morris & McDaniel.
- Q13. What was the previous contract value for similar services for each rank?
A13. The current annual value of the contract is \$49,000. However, the City is soliciting for these services since we run out of funds under the current contract.
- Q14. Regarding the individual candidate debrief sessions, is the vendor required to be there for these sessions in person, or will the City oversee the debrief sessions?
A14. The City does not oversee the session. The vendor may debrief over the phone or in writing.
- Q15. The City is requesting a second review for candidates of assessment center scoring. May this be conducted by the consulting firm (i.e., proofing and verifying scores against recordings/documentation), or is the City requiring a second review process by a different group of assessors, which may invalidate all of the original assessor panel's scores for that specific exercise for all candidates?
A15. The second review process is defined and overseen by the vendor. The vendor must define the process in the proposal submitted and the vendor may elect not to participate in a second review process. The process or lack of process will be a factor in vendor selection.
- Q16. How many candidates are expected to take the written examination for each rank based on historical numbers?
A16. This information is provided in Section 0500 Scope of Work, under Item 2.0.
- Q17. For the pricing sheet, should expected assessor costs be included as an additional line item for each rank or included within a flat fee? In other words, will the City reimburse these costs outside of the contract, or should these be included within the costs?
A17. All fees shall be included in the price sheet as a flat fee. No fees will be paid separately.
- Q18. How many exercises are used for the assessments?
A18. Typically, the lower the rank, the less. Three exercises at most, sometimes two.
- Q19. Do you use video based tactical or static with pictures?
A19. Either. We've also seen verbal and written which they respond to.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Erin D'Vincent, Procurement Specialist IV
Purchasing Office, 512-974-3070

6/12/18
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

6/21/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

TAB 2 – AUTHORIZED NEGOTIATOR



TAB 2 – AUTHORIZED NEGOTIATOR

Contact: David M. Morris, Ph.D., J.D.
President

Morris & McDaniel, Inc.
117 South St. Asaph Street
Alexandria, VA 22314

Telephone – 703 836 3600
Fax – 703 836 4280

Email address: contact@morrisandmcdaniel.com



TAB 3 - REFERENCES



TAB 4 - EXECUTIVE SUMMARY



TAB 4 - EXECUTIVE SUMMARY

Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Morris & McDaniel, Inc. not only meets, but well exceeds, the minimum qualifications required by this RFP. Our firm has developed and conducted hundreds of promotional examination processes for both large and small public safety departments, where we have assessed from 10 to 6,000 candidates at one time, so meeting the City of Austin's requirement for a consultant who has tested over 200 firefighters annually is easily met.

History of Our Firm

Morris & McDaniel, Inc. was founded in 1976 (42 years in business) and the company has been full-time in the business of Industrial and Organizational Psychology ever since including the development, scoring, administration, validation and defense of entry-level and promotional examinations for public safety occupations. There are few firms that can match our depth of experience in developing valid, legally defensible, and fair tests for protective service and public safety organizations. We have developed combinations of written tests, performance-based assessment centers, structured interviews, and training and experience ratings for numerous law enforcement, corrections, and fire departments in several states. We have conducted job analyses and have written law enforcement and fire promotion written knowledge tests for a variety of ranks. All these test items (over 3,500) were written by our staff from materials which were identified in the job analysis as being relevant. Such materials included local general orders, special orders, rules and procedures, relevant sections (e.g., search and seizure) of State and Federal laws, and relevant external textbooks.

We have developed tailor-made oral boards and assessment centers to meet the specific needs of numerous protective service and public safety organizations. The exercises for these assessment centers were developed entirely by our staff, based on information derived from our job analysis efforts. We also conducted each of these assessment centers, including training of candidates, training of assessors, designing and managing the actual assessment process (candidates performing the exercises), managing the assessment council activities (assessors arriving at final scores), and providing written feedback to candidates.

Professional Qualifications of Morris & McDaniel, Inc.

Morris & McDaniel, Inc. is considered by many to be the leading firm in the nation for solving diversity issues for large protective services (fire/EMS, law enforcement, and corrections) in their selection and promotional procedures. We have been asked to help large metropolitan fire departments with their promotional procedures with appropriate diversity as a goal. The Kansas City Fire Department was dealing with diversity issues and facing EEO scrutiny when they invited a proposal from our firm. That was in 2001, and today, our firm has handled every selection and promotional procedure for the ranks of Deputy Chief, Battalion Chief, and Fire Captain with no adverse impact. We remain under contract and this year our firm will have conducted the ninth entry-level selection process for the Kansas City Fire Department. In 2012 our firm developed and administered a selection process for the position of entry-level firefighter for the City of Rochester and the Rochester Fire Department. As indicated in the article "Recruiting a Diverse Firefighting Force" (Appendix C), we were successful in achieving "the most diverse candidate pool in the history of the Rochester Fire Department."



Ability to Provide Major Services of the Kind Requested

Morris & McDaniel is one of the most respected and experienced firms in the country in handling protective service and public safety assessment programs. We were, by invitation, asked to assist the Houston Fire Department in resolving major litigation, and we were asked by invitation to assist numerous Police and Fire Departments in addressing costly legal issues. We have been awarded the contract to provide testing services for several protective service positions, including fire and police positions for New York City. We have provided consulting services to numerous fire and police departments, including Norfolk Fire and Police Departments, Memphis Fire and Police Departments, Kansas City Fire Department, Orange County Fire Rescue, Brevard County Fire Rescue, Palm Beach County Fire Rescue, Newport News Fire and Police Departments, Austin Police and Fire Departments, and Houston Fire and Police Departments. The organizational structure of staff members on the project team will ensure the efficient flow of project information. This team of key personnel will manage the services requested by City of Austin and the Austin Fire Department's relative to our other clients the following manner:

At the beginning of the project, we recommend the establishment of a Project Committee consisting of appropriate Department decision-makers or their designees from each Department and appropriate project personnel from the Morris & McDaniel team. The Project Committee will be invaluable in assuring commitment and involvement of persons who may not become actively involved without a formal structure. The commitment and involvement from these people could be instrumental in the success of the project. Our team of key personnel will seek guidance from Department decision-makers and the appointed project staff. Morris & McDaniel recommends contract management performance reviews and discussions to ensure the project is on course, to measure performance levels and make adjustments as necessary. The frequency of these meetings will be adjusted if there are issues of extreme importance, tight timelines, or any problems with performance.

Outline of What Differentiates Morris & McDaniel from Other Firms

The following distinguish our firm and make Morris & McDaniel the best choice for the City:

- Our **emphasis on procedures that create diverse** lists;
- Our project director is the **only vendor** that is **both licensed to practice law and licensed to practice I/O psychology**. Having this combination of skills is unique and offers clients a true difference in vendor choice;
- Our emphasis on procedures that address issues that can increase quality and also increase diversity.

In addition, our firm has distinguished itself from other firms by its outstanding record in creating legally defensible procedures. Often, except in the most litigious of situations, our procedures deter litigation.

- Our firm was asked to come into New Haven, CT after the extremely polarizing law suit that went to the Supreme Court.
- Our firm was the firm asked to come into Akron, OH after the litigation on their promotional procedures lost them a cost of almost 2 million dollars (Appendix D).
- Our firm was asked by Chief Richard Myers to assist Sanford, FL with their police promotions after their city was the unfortunate target of international attention as well as the attention of the DOJ.
- In addition to the above, we have been asked to conduct police testing programs in some of the most dangerous environments such as Iraq where we had to develop creative solutions to a wide range of problems.
- Our firm is the sole vendor for the City of New York in providing all testing services for the New York City Police Department (NYPD) and the Fire Department of New York City (FDNY), including job analyses and civil service exam development.



Our Firm's Professionals and Work Background

The principal partner of Morris & McDaniel, Dr. David Morris, holds a Ph.D. in Psychology with licensing in Industrial/Organizational Psychology as well as a Juris Doctorate in Law with professional experience in Title VII employment law. Dr. Morris will serve as Project Director. Principal partner Joe F. Nassar, who holds a Master's Degree in Public Administration and Bachelor of Science Degree in Criminal Justice, will serve as Project Coordinator. Roger McMillin, our Vice President of Operations, is retired Chief Judge for the Mississippi State Appeals Court. Professional staff who will be assigned to this project are well-qualified in similar professional experience and educational background.

The following proposal will outline our firm's qualifications and the professional services we can provide to address Austin Fire Department's testing requirements as well as a detailed explanation of experience we possess to ensure professional capability in incorporating both job relatedness and validity.

The steps we propose for consideration are:

1. Project planning session
2. Review existing job analysis data and relevant literature
3. Conduct a job analysis for all five (5) ranks
4. Recommend promotional process for the ranks
5. Develop and draft the examination plan, including component weights
6. Submit draft examination plan to city staff and appropriate decision-makers for approval
7. Examination schedule
8. Assist Fire Chief in developing reading list sources for the ranks, as needed
9. Assist with written test announcement for all ranks
10. Develop and conduct candidate orientation sessions for all aspects of promotional process
11. Develop written tests (for all 5 ranks) and performance-based exercises (for Fire Division Chief, Fire Battalion Chief and Fire Captain)
12. Review written test items and assessment exercises by approved subject matter experts
13. Incorporate changes and develop camera ready copy for reproduction purposes
14. Aid in test administration as needed
15. Candidate review and appeal of written test items
16. Prepare responses to candidate appeals deemed successful by the ERC and submit to City of Austin
17. Use Committee of Department Approved Incumbents and Supervisors as SMEs to Establish Estimated Cut-Off Scores (If Used)
18. Assist with performance-based assessment announcement
19. Administration of the performance-based exercises for Fire Division Chief, Fire Battalion Chief and Fire Captain
20. Assessor selection and training
21. Monitoring the assessment scoring procedures
22. Score reports and feedback
23. Candidate feedback
24. Present City with list of eligibles for each tested rank
25. Furnish technical report documenting the procedures used to establish the validity of all examinations



TAB 5 – PERSONNEL EXPERIENCE AND QUALIFICATIONS



TAB 5 – PERSONNEL EXPERIENCE and QUALIFICATIONS

Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities; and interface the team with City team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Identify all key persons, their title, and credentials who will be assigned to the City of Austin and include the information listed below. Do not include this information for all staff. Only include this information for staff directly assigned and supporting this contract.

- A. The number of clients they are responsible for*
- B. Percentage of time they will be allocated to the City of Austin*
- C. Office location*
- D. Resumes*
- E. Degree/Certifications/Licenses and number of years of experience in their role*

The following professional staff in our firm will participate in all phases of this project. These tasks will include: planning meetings, job analyses, written exam development and review with SMEs, on-site exercise development visits, SME review of the exercises, administration of assessment center exercises, assessor training, monitoring the scoring of assessment center exercise, candidate feedback, and validation (Technical) report development and submission. We anticipate professional staff to perform work on the project according to the below time percentages. Profiles of each professional staff member are included in this section. Resumes are included in Appendix B.

PERSONNEL BACKGROUND AND QUALIFICATIONS

Morris & McDaniel, Inc. has an experienced and highly qualified staff of professionals and support personnel to conduct our projects. In this section we highlight the background and experience of our key professional staff who have participated in developing public safety assessment systems including written examinations, assessment centers, oral boards and structured interviews. Dr. Morris and Mr. Nassar, as our firm's principals, will be heavily involved in all project activities. Between them, they represent eighty-three (83) years of professional experience in conducting similar promotional assessments.



Our Washington, D.C. office will be the principal office servicing the Austin Fire Department's project with assistance from our New Orleans, LA and Jackson, MS locations. From this office, Dr. David Morris, the President of Morris & McDaniel, Inc., will serve as overall Project Director/Principal Project Leader (Account Manager). He is responsible for ten (10) clients. Mr. Joe Nassar, Vice President, will serve as Project Coordinator. He is responsible for three (3) clients. Judge Roger McMillin, Vice President of Operations, will serve as Project Controller and he manages four (4) clients. Additional experienced project personnel include Dr. Lana Whitlow (6 clients), Dr. Jeffrey Rain (12 clients), Kim Anderson (10 clients), Judith Thompson (6 clients), Molly McDonald (12 clients), Mayra Prado (12 clients), Elizabeth Wilson (12 clients), Glenna Guidry Allen (12 clients) and Adam Lester. Our project staff is highly experienced in job analysis procedures, written test and assessment center exercise development, as well as with using statistical computer programs to produce the statistical analyses and technical reports required by this project. As required by the RFP, the percentage of time that each key person assigned to this project will be allocated to the City of Austin and the number of current clients per person is included in the



organizational chart below.

PERSONNEL ASSIGNED TO PROJECT

The matrix below presents each project team member by name, project leadership/title and reporting responsibilities to the City of Austin.

Professional Staff	Reporting Responsibilities to the City of Austin & Project
David M. Morris, Ph.D., J.D. Project Director and President Primary Contact for the City of Austin and this project.	<ul style="list-style-type: none"> - Primary point of contact for the City & this project - Responsible for overall design of the examination plan; specific design and quality of the Job Description linkages and test instruments used - Conduct Job Analysis - Test instrument administration - Rater training - Monitoring scoring activities - Overseeing final reports - Providing legal assistance, as necessary
Joe F. Nassar, M.P.A. Project Coordinator and Vice President	<ul style="list-style-type: none"> - Secondary point of contact for the City & this project - Responsible for ensuring that project elements are performed in a timely manner and coordinated with the appropriate project contacts - Conduct Job Analysis - Assisting with linkages and test component administrations - Rater training - Monitoring scoring activities
Roger H. McMillin, J.D. Project Controller and Vice President of Operations	<ul style="list-style-type: none"> - Overseeing contractual and legal issues for the City & this project - Test components and their administrations - Monitoring scoring activities.
Lana Whitlow, Ph.D. Judith Thompson, M.Ed. Senior Staff Consultants	<ul style="list-style-type: none"> - Assisting with quality of test instruments for the City & this project
Jeffrey Rain, Ph.D. Mark Mincy, Ph.D. (ABD) Senior Staff Consultants	<ul style="list-style-type: none"> - Designing the logistics of the test components, i.e., the sequence and timing of candidate and rater events - Conduct Job Analysis - Overseeing development of job description linkages and test instruments - Test components administrations, and conducting all statistical analyses - Compilation and maintaining data for validation report
Kimberly Anderson, M.S. Senior Staff Consultant Molly McDonald, B.A. Mayra Prado, M.S. Elizabeth Wilson, B.A. Glenna Guidry M.S., M.Ed. Staff Consultants	<ul style="list-style-type: none"> - Reviews and Finalization of linkages and testing components - Conduct Job Analysis - Reviews with SMEs and incorporating changes - Development and/or administration of all test components - Score reporting; and final reports



QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO THE PROJECT

Key Person Assigned to this Project	
Staff Member & Title	David M. Morris, Ph.D., J.D., Project Director and President
No. of Clients	10 Clients
Percentage on project	26%
Office Location	Alexandria VA
Resume	Appendix B
Degree/Certification/Licenses/	Ph.D., J.D. MA Psychology License LA Psychology License MS Psychology License MS Bar Association License
No of years of experience in their role	42 years
Key Person Assigned to this Project	
Staff Member & Title	Joe F. Nassar, M.P.A., Project Coordinator and Vice President
No. of Clients	3
Percentage on project	18%
Office Location	Jackson, MS
Resume	Appendix B
Degree/Certification/Licenses/	M.P.A.
No. of years of experience in their role	41 years
Key Person Assigned to this Project	
Staff Member & Title	Roger H. McMillin, J.D., Project Controller and V.P. of Operations
No. of Clients	4
Percentage on project	5%
Office Location	Alexandria, VA



Resume	Appendix B
Degree/Certification/Licenses/	J.D.
No. of years of experience in their role	18 years
Key Person Assigned to this Project	
Staff Member & Title	Lana Prudhomme Whitlow, Ph.D. Sr. Staff Consultant
No. of Clients	6
Percentage on project	5%
Office Location	New Orleans
Resume	Appendix B
Degree/Certification/Licenses/	Ph.D.
No. of years of experience in their role	28 years
Key Person Assigned to this Project	
Staff Member & Title	Judith Thompson, Sr. Staff Consultant
No. of Clients	6
Percentage on project	5%
Office Location	Alexandria, VA
Resume	Appendix B
Degree/Certification/Licenses/	M.Ed., MS State Psychometry
No. of years of experience in their role	20 years
Key Person Assigned to this Project	
Staff Member & Title	Jeffrey Rain, Ph.D., Sr. Staff Consultant
No. of Clients	12
Percentage on project	18%
Office Location	Alexandria, VA
Resume	Appendix B
Degree/Certification/Licenses/	Ph.D.
No. of years of experience in their role	28 years
Key Person Assigned to this Project	

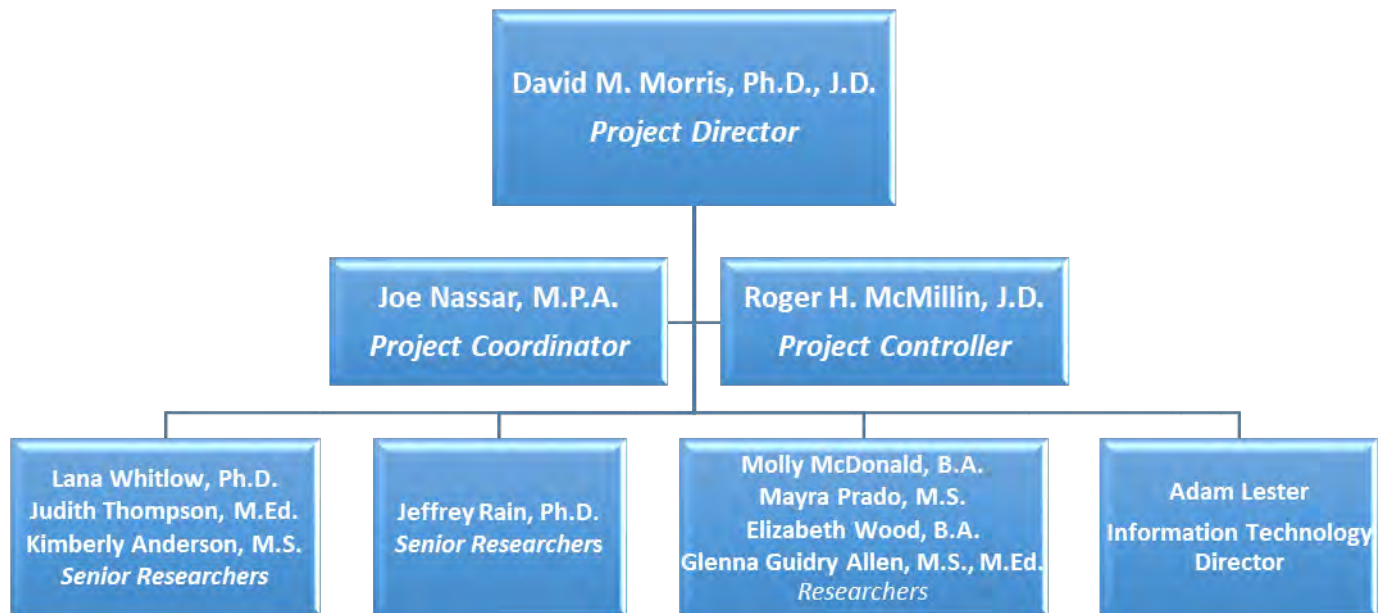


Staff Member & Title	Mark Mincy, Ph.D. (ABD), Senior Staff Consultant
No. of Clients	12
Percentage on project	18%
Office Location	Alexandria, VA
Resume	Appendix B
Degree/Certification/Licenses/	Ph.D.
No. of years of experience in their role	16 years
Key Person Assigned to this Project	
Staff Member & Title	Kimberly Anderson, M.S., Sr. Staff Consultant
No. of Clients	10
Percentage on project	18%
Office Location	Alexandria, VA
Resume	Appendix B
Degree/Certification/Licenses/	M.S.
No. of years of experience in their role	18 years
Key Person Assigned to this Project	
Staff Member & Title	Molly McDonald, Staff Consultant
No. of Clients	12
Percentage on project	10%
Office Location	Jackson, MS
Resume	Appendix B
Degree/Certification/Licenses/	B.A.
No. of years of experience in their role	15 years
Key Person Assigned to this Project	
Staff Member & Title	Mayra Prado, M.S., Staff Consultant
No. of Clients	12
Percentage on project	10%
Office Location	Alexandria, VA



Resume	Appendix B
Degree/Certification/Licenses/	M.S.
No. of years of experience in their role	9 years
Key Person Assigned to this Project	
Staff Member & Title	Elizabeth Wilson, B.A., Staff Consultant
No. of Clients	12
Percentage on project	10%
Office Location	Alexandria, VA
Resume	Appendix B
Degree/Certification/Licenses/	B.A.
No. of years of experience in their role	8 years
Key Person Assigned to this Project	
Staff Member & Title	Glenna S. Guidry Allen, M.S., M.Ed., Staff Consultant
No. of Clients	12
Percentage on project	10%
Office Location	Jackson, MS
Resume	Appendix B
Degree/Certification/Licenses/	M.S., M.Ed.
No. of years of experience in their role	4 years





BRIEF BIOGRAPHIES

DAVID M. MORRIS, PH.D., J.D.

Dr. David M. Morris, President of Morris & McDaniel, Inc., has his Doctorate of Philosophy in Psychology, with licensing in Industrial/Organizational (I/O) Psychology, and his Juris Doctorate. Dr. Morris has held academic position and has taught courses in industrial and related areas of psychology. He has conducted psychological testing research for both public and private sector clients for over three decades. He has pioneered the development and use of innovative techniques and alternatives to traditional paper and pencil tests.

Dr. Morris' dual career as an I/O psychologist and attorney gives him a unique perception of Title VII and the development of personnel procedures. There are probably fewer than ten persons in the country licensed to practice both I/O psychology and law. His forte is building legal defensibility into the design of the personnel system.

In January 2015, Dr. Morris was asked to assist the World's newest democracy, South Sudan, in strengthening their police. South Sudan National Police Service (SSNPS) requested our assistance knowing that a stronger police was essential to strengthen their internal security. Dr. Morris and Tom Fuentes, VP of International Affairs, went to South Sudan and provided the newest scientific procedures to improve the selection and vetting of candidates for police officers for the South Sudan National Police Service (SSNPS). They assisted in screening and vetting all candidates for police officers.

In 2007, Dr. Morris completed a project in Baghdad, Iraq, where he led a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Dr. Morris developed and translated the American version of a highly successful entry-level police test into Arabic. This test is the National Police Test and tested over 70,000 Iraqi civilians. Successful test candidates enter the Police Academy for training.

In 1986, Dr. Morris was invited to give the annual Division 14 APA Seminar on the relationship of personnel selection and the law. Presenters of such seminars are by invitation



only, and an invitation to conduct such training indicates the Society of Industrial/Organizational Psychology recognizes these individuals as having exceptional credentials in this area. The title of Dr. Morris' seminar was "Building EEO Legal Defensibility into Selection and Assessment Procedures."

Dr. Morris has served as Project Director for assessment centers used in the public as well as private sectors. These projects involved conducting job analyses and developing and administering written tests, assessment centers, oral boards, tactical exercises and structured interviews. Dr. Morris documented the required linkages to the job analysis results including appropriate weighting of performance dimensions. In many instances, because of the large number of candidates, innovations were used which included video-based situational exercises, multiple-choice formatted management exercises, and sometimes extensive use of video recordings to ease the administrative burdens associated with the use of assessors and large numbers of candidates.

Since 1976, Dr. Morris, as principal of the firm, has an extensive background in the development and administration of written test and performance-based assessment center procedures, assessor training sessions which includes monitoring of the scoring process, candidate orientation training sessions, Angoff procedures for setting cut-scores, developing and conducting a 2nd Review Process (Appeal/Review) by test candidates, serving as an arbitrator for protective services, and expert witness research and testimony.

Dr. Morris is a member of many professional associations including the **American Psychological Association, Division 14 of APA, the International Public Management Association – Human Resources, the IPMA Assessment Council, the American Bar Association, and the American College of Forensic Psychology.**

He has delivered training programs on "How to Conduct a Job Analysis," "Avoiding EEO Litigation," "EEO Defense," "Performance Appraisals," and "Professional Designs and Legal Aspects of Performance Appraisals." He has made numerous presentations at professional conferences, including such topics as "EEO Guidelines and Psychological Testimony" and "Getting the EEO Lightning Rods Out of Your Personnel Practices." In 1987, Dr. Morris was selected by Management Europe (the European affiliate of the American Management Association) to present innovations in management assessment techniques at their annual personnel convention in Brussels, Belgium. The American Management Association asked Dr. Morris to give a presentation on personnel selection and the law at their 61st annual conference in April, 1990, in San Francisco. He was also invited to present a paper at the International Congress on Assessment Centers in Toronto in May of 1991 as well as in London, England in September 2006. Dr. Morris has been an invited speaker to the International Chiefs of Police (IACP) Conference on several occasions since 1986.

Dr. Morris founded the firm of Morris & McDaniel, Inc. and has been with the firm for over forty-two (42) years.

JOSEPH F. NASSAR, M.P.A.

Joseph F. Nassar, Vice President of Operations and Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master of Public Administration and a Bachelor of Science in Criminal Justice and has completed course work toward his Ph.D. in Public Policy and Administration. Mr. Nassar has served as Assistant Project Director and Senior Staff Consultant on public and private sector projects. His professional work experience includes job analysis, job evaluation, job evaluation audits and interviews, development and administration of valid written knowledge tests (entry-level selection and promotional) and performance-based exercises for use in assessment center and oral board procedures, organizational/management analysis, and development and administration of training programs. Mr. Nassar has also conducted candidate orientation sessions for test candidates and worked with Subject Matter Experts (SMEs) in written test and performance-based assessment exercise development and editing



for content and correct of test question or assessment exercises, written test and performance-based assessment administration, assessor training, monitoring of the scoring process by assessors, and conducting a 2nd Review Process (Appeal/Review) by test candidates.

Mr. Nassar has professional experience in selection and promotional assessment procedures (job analysis, performance-based exercise development, administration, scoring, and monitoring) for jurisdictions and organizations, such as: Boston Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective and assessment centers for the ranks of Captain, Lieutenant and Sergeant); Massachusetts State Police (written knowledge tests and performance-based exercises for the ranks of Captain, Lieutenant and Sergeant); Norfolk Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Corporal, and assessment centers for the ranks of Captain, Lieutenant, and Sergeant); U.S. Secret Service (assessment center process for the rank of Captain); Palm Beach County Sheriff's Department (written tests and assessment centers for the Law Enforcement and Correction ranks of Lieutenant and Sergeant); Philadelphia Police Department (written knowledge tests and structured oral board for entry-level police recruit candidates); Jacksonville Sheriff's Department (written tests and assessment centers for the ranks of Lieutenant and Sergeant); Kansas City Fire Department (written knowledge tests for the ranks of Battalion Fire Chief, Captain, Lieutenant, and Fire Apparatus Operator, assessment center for the rank of Battalion Fire Chief, and structured oral board for entry-level firefighter recruit candidates); Norfolk Fire Department (written tests and assessment centers for the ranks of Battalion Fire Chief, Fire Captain, and Fire Lieutenant); and Akron Fire Department (assessment centers for the ranks of Captain and Lieutenant and entry-level firefighter recruit candidates).

Mr. Nassar has been with the firm of Morris & McDaniel, Inc. for over forty-one (41) years.

ROGER H. MCMILLIN, JR., J.D.

Judge McMillin retired from his position as Chief Judge of the Court of Appeals of the State of Mississippi. Judge McMillin served on the Court of Appeals from 1995 until his retirement in April 2004. He served as Chief Judge for over half of his tenure on the Court. Judge McMillin joined the firm of Morris & McDaniel in May 2004 as General Counsel and Vice President for Operations.

From 2004-2007, Judge McMillin spent the majority of his time on the ground in Baghdad, Iraq, where he headed a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Morris & McDaniel developed and translated the American version of its highly-successful tests into Arabic and submitted the translated version to a panel of experts to verify translation accuracy and to probe the tests for cultural or social concerns that had to be addressed before the test was administered. Over 70,000 Iraqi civilians have been tested using our firm's test instrument. Successful test candidates enter the Police Academy for training.

As Chief Judge of the Court of Appeals, Judge McMillin gained invaluable experience in administering large and complex operations where the timely achievements of were critical to the success of the organization. As Chief Operations Officer for the Police Screening Project, Judge McMillin will be able to utilize his administrative skills to see that the various aspects of the project remain on track and that all critical deadlines are met.

LANA PRUDHOMME WHITLOW, PH.D.

Dr. Whitlow, Vice-President and Lead Psychometrician, holds a Doctorate of Philosophy in Psychology from Southern California University for Professional Studies. She obtained a Master of Science degree in Counseling Psychology, with concentration in psychometrics, from the University of Southern Mississippi and received her Bachelor of



Science degree in Psychology at Louisiana State University. While at LSU, Dr. Whitlow assisted senior professors in research, data collection and statistics. Her graduate work included an assistantship to a tenured professor requiring undergraduate teaching, research for the Department of Psychology chairman, data analysis as well as psychometrics. Dr. Whitlow's doctoral dissertation was an original study of the application of an independent work ethic dimension to the success rate within law enforcement personnel. She holds membership in the Academic Honor Societies of Gamma Beta Phi and Psi Chi and is a professional member of American Psychological Association and Louisiana Psychological Association.

Dr. Whitlow's responsibilities for Morris & McDaniel, Inc., are diverse. While she heads the Marketing Division, Dr. Whitlow also conducts all psychological screening of police applicants for our clients in the Greater New Orleans area as well as all executive management assessments for our private New Orleans area clientele. Dr. Whitlow has extensive experience in interviewing and testing and has served as an expert witness for law enforcement testing for selection.

Prior to joining Morris & McDaniel, Inc., Dr. Whitlow held the position as primary psychometrician for two psychological practices as well as neuropsychological assessor for several New Orleans hospitals.

Dr. Whitlow has been with Morris & McDaniel, Inc., since 1990.

JEFFREY RAIN, PH.D.

Dr. Rain has worked with Morris & McDaniel for over 28 years including several testing projects for numerous protective services. He has extensive experience conducting job analysis and developing exercises. He has conducted job analysis for over 28 years for many protective services. Dr. Rain received his undergraduate degree in Psychology from The Citadel, Charleston, South Carolina, and his PH. D in Industrial/Organizational Psychology from Louisiana State University.

MARK D. MINCY, PH.D. (ABD)

Mr. Mark Mincy, Senior Staff Consultant of Morris & McDaniel, Inc., has a Master's Degree in Industrial/Organizational (I/O) Psychology from the University of Arkansas at Little Rock and he holds a Bachelor of Science degree in Psychology with a minor in General Science from the University of Central Arkansas. He is currently working on his PhD in Industrial/Organizational Psychology at the University of Southern Mississippi. He holds memberships in the Society for Industrial and Organizational Psychology, American Society for Training and Development, International Society for Performance Improvement, American Psychological Association, Society for Human Resource Management, Psi Chi (National Honor Society in Psychology), and the Deming Institute for Quality.

Prior to joining Morris & McDaniel, Inc., Mr. Mincy worked as a Consultant for the Center for Applied Organizational Studies where he assisted in the development of a person-organization fit instrument to be used in employee selection, conducted various job analyses, developed, analyzed, and made improvements to administrative as well as developmental performance appraisal systems (360-degree feedback system), developed, conducted, statistically analyzed, and presented results from organizational surveys for organizations ranging in size from 10 to 10,000 employees. He also assisted in the development of several training programs in both the public and private sector.

While at USM and UALR, Mr. Mincy assisted senior professors in research and data collection. His graduate work included teaching undergraduate courses such as Statistics, Ethics, and Introductory Psychology. In addition, it included diverse research projects involving employee attitude surveys, personality studies, and developing various survey instruments.

Since joining he has become involved with developing competency models, the development of employee selection tests for use in China, and the development and validation of various Entry-Level and promotional tests and performance-based assessment exercises for



such jurisdictions as the Kansas City Fire Department, Boston Police Department, Palm Beach Sheriff's Office, Jacksonville Sheriff's Office, and the City of Norfolk, Virginia. Mr. Mincy has considerable experience conducting candidate orientation sessions, working with the SMEs in the development and review of written test and performance-based exercises, written test and performance-based assessment administration, conducting assessor training and monitoring of the scoring process by assessors, and conducting a 2nd Review Process (Appeal/Review) by test candidates.

Mr. Mincy has been with the firm since 2002.

KIMBERLY N. ANDERSON, M.S.

Kimberly Anderson, Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master's of Science degree in Counseling Psychology with an emphasis in Psychometrics and a Bachelor of Arts degree in Journalism with an emphasis in Public Relations and minors in English and Psychology.

During her tenure at Morris & McDaniel, Ms. Anderson has worked with numerous police departments, fire departments, sheriff's offices, and correctional facilities. To date, Ms. Anderson has conducted job analyses for over 800 public sector job titles and specializes in working with subject matter experts in job observations and test and exercise review meetings. Ms. Anderson has administered written tests and performance-based assessment exercises for police, fire, sheriff, and correction organizations, conducted assessor training, and monitored scoring procedures by assessors. Over the past few years, she has worked with clients such as Kansas City, Missouri Fire Department, the State of New Jersey, Memphis Fire Department, Norfolk Fire Department, Metropolitan Nashville Police Department, San Antonio Police Department, Jacksonville Police Department, Palm Beach County Sheriff's Department, Orange County Fire Rescue, Austin Police Department, and the United States Park Police.

Ms. Anderson has also served in a training capacity for our private sector clients. Currently, she participates in Morris & McDaniel's International Police Assessment Screening Committee (I.P.A.S.). The mission of the committee is to seek out and identify contacts in likely markets for our police testing services that have been successfully used by the Iraqi Police Service.

While at Morris & McDaniel, Inc., Ms. Anderson has participated in other special projects such as organizational and validation studies.

Ms. Anderson has been with Morris & McDaniel, Inc., since 2000.

JUDITH THOMPSON, M.ED.

Judith Thompson, Senior Staff Consultant and Licensed Psychometrist holds a Masters of Education in Psychometry and a Bachelor of Science degree in Elementary Education with areas of concentration in Diagnostic Reading and Fine Arts. Ms. Thompson has done educational testing and consulting and has taught courses in related areas of psychology. She holds membership in the National Association of Psychometrists.

While at Morris & McDaniel, Ms. Thompson has worked with numerous police departments, fire departments, sheriff's offices, correctional facilities, state departments, as well as private sector clients. Ms. Thompson has participated in all phases of test and exercise development for both entry-level and promotional processes, including job analysis; test and exercise construction, review, and administration; assessor training and scoring of assessment center exercises; and validation and technical report writing for clients.

Ms. Thompson has participated in a Validation Study for the San Antonio Police Department; job analysis study development and validation of written test and assessment exercises for the ranks of Battalion Chief, Captain and Lieutenant for the Kansas City, Missouri, Fire Department; Law Enforcement and Correction Lieutenant and Sergeant for the Palm Beach County Sheriff's Office; Sergeant and Captain for the United States Park Police; Detective,



Captain, Lieutenant for the San Antonio Police Department; Fire Battalion Chief, Captain, and Lieutenant for the Norfolk Fire Department; and various other clients. Ms. Thompson has also participated in a number of organizational studies including clients such as Mississippi Department of Human Services and San Antonio Police Department. Ms. Thompson also conducts statistical analyses of data, and writes technical reports for clients. Ms. Thompson also conducts psychological evaluations for the Jackson, MS Airport Authority, Bastrop, Louisiana Police Department, and Memphis Fire and Police Departments.

Ms. Thompson has been with Morris & McDaniel, Inc., since 2000.

MOLLY C. MCDONALD, B.A.

Molly McDonald, Personnel Analyst of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Political Science with a minor in English.

Ms. McDonald served as assistant project manager of the Mississippi State Personnel Board Quality Workforce Initiative Project, conducting job analyses for over 500 public sector jobs. In addition to conducting job analyses through technical conferences, this project involved developing competency models for state employees, updating and validating state job descriptions for ADA and EEOC compliance, and writing technical validation reports.

Ms. McDonald is currently in charge of several aspects of the Criminal Justice Basic Abilities certification tests for Law Enforcement and Correctional Officers for the Florida Department of Law Enforcement. She supervises the production of all testing materials; maintains all electronic records pertaining to the contract; participates in data compilation and organization for statistical reports; maintains good business relationships with clients; and ensures compliance with contract requirements.

While at Morris & McDaniel, Inc., Ms. McDonald has participated in the areas of job analysis, validity, and competency development. Ms. McDonald has also participated in the development, administration, and scoring of entry-level and written, knowledge-based exams for several government agencies and private sector organizations, as well as in the development and administration of performance based assessments for various police and fire departments. In the past, she has worked with clients such as Winston-Salem Police Department, Kansas City Fire Department, Norfolk Police Department, Norfolk Fire and Rescue, Memphis Fire Department, Palm Beach County Fire-Rescue and Sheriff's Office, Metropolitan Nashville Police Department, Houston Police Department, University of Texas at Houston Police Department, Orange County Fire Rescue, Tucson Police Department, and Mississippi Highway Patrol.

Ms. McDonald has been with Morris & McDaniel, Inc. since 2003.

MAYRA PRADO, M.S.

Mayra Prado, Staff Consultant of Morris & McDaniel, Inc., holds a Master of Science degree in Psychology with an emphasis in Industrial and Organizational Psychology. She also has a Bachelor of Science degree in Accounting with a minor in Business.

While at Morris & McDaniel, Inc., Ms. Prado has participated in the review of testing instruments and development and scoring of performance-based assessment exercises and written knowledge-based tests for police and fire organizations. In addition, Ms. Prado has conducted numerous job analyses and participated in administration and scoring of assessment centers for various police and fire departments. Ms. Prado has also supervised scoring procedures such as compiling and verifying data, creating feedback reports and final lists for several police and fire departments. In the past, she has worked with clients such as Rochester Fire Department, Houston Fire Department, Memphis Fire Department, Jackson Fire Department, Norfolk Police and Fire Departments, Newport News Police and Fire Departments, New Haven Fire Department, Pennsylvania State Police, Richmond Police Department, Maryland-National Capital Park Police, Jefferson Parish Sheriff's Office, Austin Police Department, San Antonio Police Department, and Jackson Police Department.



While at Morris & McDaniel, Inc. Ms. Prado has participated in other special projects such as an organizational study for a large Department.

Ms. Prado has been with Morris & McDaniel, Inc., since 2009.

ELIZABETH WILSON, B.A.

Elizabeth Wilson, Staff Consultant of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Biology with a dual Bachelor of Arts degree in Psychology.

While at Morris and McDaniel, Inc. Ms. Wilson has participated in the areas of job analysis, validity, and competency development. She has spent time working with subject matter experts in job observations and written test and assessment center exercise development and review meetings. Ms. Wilson has also participated in the administration of written knowledge based tests and assessment centers for police and fire organizations across the country. She has worked with clients such as Jackson Fire Department, Orange County Fire Rescue Department, Houston Fire and Police Department, University of Texas Police Department at Houston, New Haven Fire Department, Richmond Police Department, Maryland Park Police, Austin Police Department, Colorado Springs Police Department, Norfolk Police Department, Norfolk Fire Rescue Department, Kansas City Fire Department, District of Columbia Fire and EMS Department, Atlanta Fire Department, and the Mississippi Highway Patrol.

Ms. Wilson has been with Morris & McDaniel, Inc. since 2010.

GLENNA S. GUIDRY ALLEN, M.S., M.ED.

Glenna Guidry Allen, Staff Consultant of Morris & McDaniel, Inc., holds a Master of Education in Counseling & Personnel Services, and Master of Science in Sports Administration with a concentration in Sports Psychology and a Bachelor of Science degree in Psychology. She holds memberships in Association for Talent Development and Mississippi Chapter Association of Talent Development.

While at Morris and McDaniel, Inc., Ms. Guidry Allen has spent time working with subject matter experts in the areas of job analysis and in multiple phases for the development of written multiple-choice tests and assessment center exercises. She has worked with clients such as Atlanta Fire Department, Austin Fire Department, Chesapeake Fire, College Park Fire Department, Colorado Springs Police Department, Hartford Fire Department, Houston Police and Fire Departments, Irving Police and Fire Departments, Kansas City Fire Department, Memphis Fire Department, New Haven Police and Fire Departments, Newport News Police and Fire Departments, Norfolk Police and Fire Departments, Stamford Police and Fire, and Shelby County Sheriff's Office. Ms. Guidry Allen also writes, edits, and submits proposals and Job Analysis reports. Ms. Guidry Allen has been with Morris & McDaniel, Inc. since 2014.

ADAM LESTER

Mr. Adam Lester, Information Technology Director, leads IT strategic and operational planning to achieve business goals by fostering innovation, prioritizing IT initiatives and coordinating the evaluation, deployment and management of current and future IT systems across our organization. He also specializes in information systems security and provides proper safeguarding of classified and sensitive information and equipment. His expertise also includes web development and database management.

Prior to joining Morris & McDaniel, Mr. Adam Lester worked in conjunction with the U.S. Department of Homeland Security to secure the McCoy Federal Building, U.S. Federal Courthouse and several Internal Revenue Service and Social Security Administration offices located across Mississippi. He assisted in the implementation of technology and security improvements to one of the Defense Department's most powerful supercomputer centers,



located at Stennis Space Center, Mississippi. Also at Stennis Space Center, he worked with NASA to upgrade fiber-optic infrastructure to connect a server farm to other southeastern locations such as Keesler Air Force base. He worked with the Naval Meteorology and Oceanography Command to provide technology and security improvements to the NAVOCEANO War fighting support center as well.

In late 2000, Mr. Lester assisted in the re-engineering of MCI WorldCom's data network. This consisted of various technology improvements and additions to their headquarters located in Clinton, MS.

Mr. Lester managed a project to upgrade voice and data systems for the City of Jackson Emergency Communications Center and also made vast improvements to the data network of The City of Oxford. The City of Oxford project drastically improved communications between City hall, the Fire Department, the Police Department, and Public Works.

Over his 13 years of experience, Mr. Lester has also provided consulting, design, project management, and support services to large corporations including Eaton Aerospace, Nissan, Dell, Wal-Mart, and Target.

SUBCONTRACTORS

Morris & McDaniel has a firm policy of performing all professional aspects of a project in-house in order to ensure that the work is performed at the highest level of performance. However, we also understand the importance of providing opportunities to minority-owned and women's-owned businesses to participate in governmental contracting, and we have a long history of subcontracting those areas of our contract that do not directly involve professional services to minority and women's owned businesses; therefore, we typically seek out and use such businesses to provide such services as travel arrangements, temporary non-professional staffing, printing, catering, and other logistical support. Morris & McDaniel **does not plan** to subcontract any portion of this contract as indicated on the Subcontracting/Sub-Consulting Utilization Form.



TAB 6 – COMPANY EXPERIENCE



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Morris & McDaniel, Inc.
117 South Saint Asaph Street
Alexandria, VA 22314
Office: (703) 836-3600
Fax: (703) 836-4280
E-mail: contact@morrisandmcdaniel.com
Website: www.MorrisandMcDaniel.com

Description of the Organization

Morris & McDaniel, Inc. was founded in 1976 and the principals of the company have been full-time in the business of Industrial/Organizational Psychology since then.

The company has offices in the following cities:

- Washington, D.C. (Alexandria, Virginia);
- Atlanta, Georgia;
- New Orleans, Louisiana;
- Memphis, Tennessee; and
- Jackson, Mississippi

The Washington, D.C. office will serve as the principal project office for our firm during this project. Assistance and support will be provided by our office in New Orleans and by our Scoring Center in Jackson, MS. Our firm is chartered as a corporation in each of the states indicated above; Virginia, Georgia, Louisiana, Mississippi and Tennessee. Morris & McDaniel, Inc., is not a subsidiary of any parent company. Our firm will perform this contract for the City of Austin and the Austin Fire Department as a corporation.

Our first project as a corporate entity was an empirical content validation of entry-level tests used by a protective service organization. Based on our study, the lawyers for the plaintiffs elected not to challenge the testing process. Since that time, we have conducted a wide variety of human resource projects for public and private sector organizations including protective services and public safety, with extensive experience in promotional testing in the fields of law enforcement, fire/EMS, and corrections. Specifically, Morris & McDaniel, Inc. has provided consulting services to law enforcement organizations (including AMTRAK, Boston Police Department, State of Florida Department of Law Enforcement, Georgia Association of Chiefs of Police, Harbor Police Port of New Orleans, Iraqi Police Service, Maryland State Police, Massachusetts State Police, Mississippi Highway Patrol, Palm Beach City Sheriff's Office, Houston Police Department, Jefferson Parish Sheriff's Office, University of Texas at Houston Police Department, U.S. Capitol Police, U.S. Secret Service); numerous fire departments (including Kansas City Fire Department, Memphis Fire Department, Norfolk VA Fire Department, Orange County Fire Rescue, Brevard County Fire Rescue Department, Palm Beach County Fire Rescue); airports (including Jackson International Airport Authority, Metropolitan Washington Airport Authority); hospitals (including Columbus Regional Hospital, Mississippi State Hospital, St. Francis Hospital); three legal departments (including the City of Philadelphia Legal Dept.); Civil Service Offices (including MS State Personnel Board, Massachusetts Department of Personnel Administration, Wyoming State Department of Personnel); educational institutions (including MS Dept. of Education, Palm Beach Community College, Santa Fe Community College); and private corporations (including Cargill Corporation, Canal Barge, Inc., Placid Refining Company, Saks, Inc., Wayne Farms, Inc.).

There are few firms that can match our depth of experience in developing valid, legally



defensible, and fair tests for protective service and public safety organizations. We have developed combinations of written tests, performance-based assessment centers, structured interviews, and training and experience ratings for numerous law enforcement, corrections, and fire departments in several states. We have conducted job analyses and have written law enforcement and fire promotion written knowledge tests for a variety of ranks. All these test items (over 3,500) were written by our staff from materials which were identified in the job analysis as being relevant. Such materials included local general orders, special orders, rules and procedures, relevant sections (e.g., search and seizure) of State and Federal laws, and relevant external textbooks.

We have developed tailor-made oral boards and assessment centers to meet the specific needs of numerous protective service and public safety organizations. The exercises for these assessment centers were developed entirely by our staff, based on information derived from our job analysis efforts. We also conducted each of these assessment centers, including training of candidates, training of assessors, designing and managing the actual assessment process (candidates performing the exercises), managing the assessment council activities (assessors arriving at final scores), and providing written feedback to candidates.

In these law enforcement and fire assessment systems, we have assessed from 10 to 6,000 candidates at one time. In the case of the larger numbers, we have made extensive use of video-based assessment (use of video and audio equipment) for both presentation of practical exercise materials and recording of candidates' performance. We also have made use of innovative techniques such as multiple-choice in-basket and multiple-choice questions coupled with video vignettes. We believe in the use of video-based assessment which ensures a fair and valid process over live assessment procedures.

We feel that our firm is unsurpassed in the development of valid, legally defensible, and fair promotional systems. Many of our promotional systems have been conducted in highly litigious situations. Most of our tests and assessments have been viewed by lawyers, as well as test candidates, as being so fair that there were no legal challenges.

Dr. Morris, Principal Project Leader, has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Dr. Morris, a Psychologist with licensing in Industrial/Organizational Psychology and an attorney, has been recognized by the profession of Industrial/Organizational Psychology as "an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility." Dr. Morris is also a diplomat of the American Board of Psychological Specialties.

Litigation Statement

Morris & McDaniel is currently a defendant in the suit styled *Aviles v City of New Haven, et al. Superior Court of the State of Connecticut, Judicial District at New Haven, Docket No. NNH-CV17-6069339-S.* The suit involves a claim by Aviles, a candidate for promotion to Fire Captain, that he was denied a fair opportunity for promotion when a portion of the video of his response in one of the oral assessment exercises was inadvertently lost after scoring but before the expiration of the appeal period. The audio portion of his presentation was properly preserved and was available for an appeal; however Aviles failed to avail himself of this opportunity, choosing instead to file a lawsuit against the City and Morris & McDaniel as the City's consultant on the process. The suit is still in the discovery stage and is being vigorously defended on a number of grounds, all of which we believe to be dispositive of the case adversely to Aviles's assertions.

The company has never suffered an adverse result in any litigation or administrative proceeding.



Written Multiple Choice Exams

Morris & McDaniel has conducted thousands of promotional written exams for Fire ranks similar to the ranks of Division Chief, Battalion Chief, Captain, Lieutenant, and Specialist. Examples of projects involving the design and administration of written exams are Norfolk and Fire Department, Newport News Fire Department, Orange County Fire Rescue, Houston Fire Department,— to name only a few. The development of a written job knowledge test of cognitive ability is guided by the principles of psychometrics. Specifically, we follow the principles of the AERA, APA, NCME Standards for Educational and Psychological Testing and the Principles for the Validation and Use of Personnel Selection Procedures of the Society of Industrial and Organizational Psychology (Division 14 of the American Psychological Association). The promotional process for the City will be developed and conducted in such a manner as to conform to both professional standards and governmental guidelines. We use only trained, licensed psychometrists to write our test items, and we recommend all test items be reviewed by competent approved SMEs. We have used combinations of traditional multiple-choice questions that assess knowledge, and scenario based questions that assess both application of knowledge as well as management and supervisory skills and abilities.

Assessment Centers

Morris & McDaniel, Inc. officers have considerable experience in the design and implementation of state-of-the-art assessment centers for supervisory and managerial positions. Our projects have involved the use of multiple assessment techniques and exercises tailored to specific occupations and work settings, as well as multiple trained observers or assessors. Examples of projects involving the design and implementation of assessment centers are Kansas City Fire Department, New Haven Fire Department, Palm Beach Fire-Rescue, Norfolk Police and Fire Departments, Memphis Fire Department, Washington, DC Fire Department, and Houston Fire Department—to name only a few. Our work in assessment centers involves not only design and implementation, but also training seminars and professional lectures and articles. Members of our staff have delivered keynote addresses at the International Congress on the Assessment Center Method.

Employee Selection, Promotion, and Placement

Morris & McDaniel, Inc. has considerable experience developing job-related employee selection and placement procedures. Our projects involve designing valid job-knowledge tests and assessment centers that are tailored to specific occupations and work settings, implementing the selection process for private and public sector clients, and conducting structured interviews for placement of managerial personnel. Job-knowledge tests have been developed for numerous police and fire departments, welfare case workers, correctional officers, and grain operators, to name only a few occupations. Morris & McDaniel, Inc. has completed the development of job-related examinations for over 340 jobs in state government. To our knowledge, no other similar consulting firm has such an extensive base of experience with so many jobs found in local and state government organizations. With this base of experience, we have refined task inventories for a very extensive list of jobs in local and state government. We have considerable experience in developing and implementing non-traditional tests, i.e., practical simulation tests, using videos, multiple-choice in-baskets, and structured oral interviews.

Job Analysis

Job analysis is the basis for all personnel management systems including test development, performance appraisal, staffing procedures, human resource planning, job classification and evaluation, and training program development. The job analysis procedure identifies work tasks and behaviors and the knowledge, skills, and abilities required to perform



these tasks. Morris & McDaniel, Inc. has many years of experience in conducting job analyses for a broad range of blue and white collar occupations in both the private and public sectors. We have developed job analysis procedures that have withstood legal challenges on several occasions. We have designed and presented seminar programs for managerial personnel and job analysts on multi-purpose job analysis techniques.

Morris & McDaniel, Inc. has conducted job analyses for physically demanding, as well as sedentary, occupations that require a wide variety of physical, cognitive, interpersonal, technical, managerial, and other skills.

Legal and Regulatory Issues

Morris & McDaniel, Inc. has given expert opinions in federal courts on the interpretation of the Uniform Guidelines on Employee Selection Procedures. In addition to our activities in interpreting the Uniform Guidelines, Morris & McDaniel, Inc. officers have broadened these efforts by developing and presenting several conference seminars and courses for personnel managers, psychologists, and lawyers in the public and private sectors in the United States and in Great Britain. We have also published professional articles and contributed to books regarding the interpretation of the Uniform Guidelines. One Morris & McDaniel staff member served on the Task Force of the Society of Industrial and Organizational Psychology to provide comments on possible revisions for the AERA, NCME, APA Standards for Educational and Psychological Tests.

Morris & McDaniel is considered by many to be the leading firm in the nation for solving diversity issues for large protective services (fire/EMS, law enforcement and corrections) in their selection and promotional procedures.

Employment Discrimination Law

Morris & McDaniel, Inc. is a firm of Industrial/Organizational Psychologists. The senior principal, also a licensed attorney, has expertise in employment discrimination law and has broad experience in Title VII litigation. This includes preparation of case materials, delivering depositions and expert testimony, conducting validation studies and statistical analyses of employment practices, and developing and implementing new personnel systems to comply with consent decrees. Our projects have included performing adverse impact analyses and evaluating employer compliance with legal and regulatory requirements. We have advised how to develop a legally defensible selection system, including the consideration of minimum qualifications. Morris & McDaniel, Inc. has also conducted several projects to develop and validate new selection procedures that comply with legal requirements and consent decrees.

Computer Capability

The offices of Morris & McDaniel currently use high-speed Pentium based computers for data analysis as well as other functions. Data analysis is performed with standard statistical applications software (e.g., SPSS), as well as with custom software written in-house. Data input is accomplished by scanning answer sheets compatible with any Scantron Series format, or NCS format, into our high-speed scanners.

We also have the capability of designing customized scannable answer sheets using Teleform software. Documents may also be input with page scanning and optical character recognition using our scanners. Documents and numerical data may be sent via e-mail or downloaded from our secure web servers by clients at their convenience. Additionally, data may be sent on media in the following formats: disks, zip, DVD, or on CD ROM. This allows for a wide range of input options. Output may be requested by modem transfer, laser-printed form, disks, zip, DVD, FTP, or on CD ROM.



Morris & McDaniel, Inc. also uses advanced technology to facilitate productive project management. We have access to the WebEx system for Internet conferencing. We also have the capability to deliver surveys online via commercial software products, and we use the latest in graphics software to assist with the presentation of project information and data.

Examination Experience

Our approach in test development is collaborative. Based on the job analysis results, we make a recommendation of the types of assessments that are typically used to assess particular competencies and performance dimensions. We meet with officials of the City to review our proposed exam plan. We help the City officials to evaluate their various options in light of time scheduling constraints, number of candidates to be assessed and budgetary constraints. We also discuss the return on investment of various options and utility considerations given relative validity evidence for the various assessments. For performance exercises and structured oral interviews/oral boards, our approach is similar to that used for assessment centers – very rigorous question development based on realistic scenarios often captured by critical incidents, and comprehensive training for the assessors/raters.

Typical Examination Components

The development of a written job knowledge test of cognitive ability is guided by the principles of psychometrics. Specifically, we follow the principles of the AERA, APA, NCME Standards for Educational and Psychological Testing and the Principles for the Validation and Use of Personnel Selection Procedures of the Society of Industrial and Organizational Psychology (Division 14 of the American Psychological Association). For performance-based exercises such as, oral presentation exercises and table top exercise simulations, we follow the Guidelines and Ethical Considerations for Assessment Center Operations endorsed by the 28th International Congress on Assessment Center Methods (May 4, 2000). The promotional process for the City of Austin and the Austin Fire Department will be developed and conducted in such a manner as to conform to both professional standards and governmental guidelines.

Legal, Regulatory, and Professional Issues

Employee selection and promotions in government occur within the context of legal/regulatory, social, professional, and political pressures. Legal pressures are typically two-fold: merit system statutes mandating the selection/promotion of the best qualified candidates and attention to civil rights legislation, encouraging employers to have a workforce that is sensitive to the representation of the various racial, gender, and ethnic groups.

Merit systems for government usually have, as the goal, a rank-ordered list of candidates. This practice requires the establishment of a list based upon the most valid battery available. It is likely that such a management practice, applied to a list based upon a job-related job analysis and promotion process, leads to employee perceptions of a fair and equitable promotion process.

There is a legal requirement for job analysis and the development of job-related and valid promotional procedures for any job covered by a merit system when those State and municipal merit systems impact members of a particular racial, gender, or ethnic group (i.e., by the presence of a substantially different rate of selection, promotion, etc.). The guidelines apply to the full range of assessment techniques including minimum qualifications, ratings of training and experience, written tests, oral boards, and assessment centers.

When adverse impact has been demonstrated for a promotion procedure, the employer has several options, including the presentation of validity evidence to rebut the *prima facie* case of discrimination based on the adverse impact statistics. A large part of this evidence deals with the job analysis methodology and the documentation of content validity. The Uniform Guidelines provide extensive guidance as to the necessary documentation for this type of evidence of job-



relatedness (these requirements are summarized in the section on Job Analysis).

Morris & McDaniel, Inc. officers have been recognized as experts in interpreting these Guidelines in Court. We have also developed and instructed seminars on the Uniform Guidelines explaining the technical provisions to personnel directors in the public and private sectors. The principals of Morris & McDaniel, Inc. have also had extensive experience in Title VII litigation, assisting in case preparation and the presentation of expert testimony.

Grievances/Complaints/Litigation

Candidate Review and Appeal

Morris & McDaniel, Inc. believes that candidate review and appeals support a fair test process. Our firm has been successful in implementing such appeal/challenge procedures with other public safety agencies and, if acceptable, our firm will assist the City in addressing the candidates' appeals.

Individual written feedback, indicating final raw and percentage scores, will be provided to all candidates. Each written test question will be organized by reference source and page citation allowing for a more structured appeal/challenge process and feedback to the candidates.

Insurance

Morris & McDaniel, Inc. holds the required insurance coverage. Upon award of the contract, Morris & McDaniel, Inc. will agree to present certified proof of coverage to the City of Austin and provide a Certificate of Insurance naming the City as an Additional Insured.



TAB 7 – PROGRAM



TAB 7 – PROGRAM

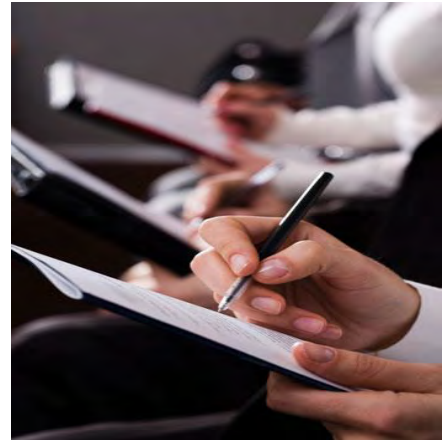
CONSULTANT DELIVERABLES AND ACCEPTANCE OF WORK

PROJECT OBJECTIVE AND SOLUTION

Decisions makers in the City of Austin and the Austin Fire Department are seeking a qualified and experienced consultant to develop and validate written multiple-choice examinations for the ranks of Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant and Fire Specialist and assessment center exercises for the ranks of Fire Division Chief, Fire Battalion Chief and Fire Captain.

Morris & McDaniel understands these challenges better than any other firm, because of firsthand experience with these challenges and can create a selection program for Fire Division Chiefs, Battalion Chiefs, Captains, Lieutenants and Specialists that is:

- merit-based and fair for all candidates;
- legally defensible and valid; and
- diverse in outcome.



All deliverables, as required by Section 4.0 of the SOW in the RFP, will be in accordance with Texas Local Government Code, Chapter 143, The CBA, and The CSCRR.

Background and Issues

Fire personnel of the highest caliber are essential to ensure top-level quality services to the public and the City of Austin. There has been an increasing recognition on the part of decision makers that procedures used for promotional purposes must assess not only technical job knowledge, but also other knowledges, skills, and abilities more easily assessed with performance-based exercises, such as assessment centers, oral boards, etc. Only through a combination of such procedures can fire-service organizations be assured of selecting promotional personnel to effectively meet the public service challenges of the future.

In developing a promotional system for the City's fire service department, it is important to base the promotional system design not only upon what has worked for similar organizations in the past, but also upon specific and unique characteristics of the organization in question.

We will first address the background and issues relevant to the promotional testing part of the project.

Study Objectives

The goal of this project is to develop valid, defensible promotional procedures for the ranks of Fire Division Chief, Battalion Chief, Captain, Lieutenant and Specialist for the City of Austin and the Austin Fire Department. We shall design promotional procedures which are:

- **Legally Defensible**, giving deference to the requirements of the Uniform Guidelines on Employee Selection Procedures and the requirements of City of Austin Personnel Rules and Regulations, where applicable.
- **Professionally Defensible**, giving deference to the requirements of the professional psychological standards, specifically the Standards for Educational and Psychological Testing and the American Psychological Association, (Division 14) Principles Validation and Use of Personnel Selection Procedures: Fourth



Edition.

- **Reliable**, demonstrating high consistency in results and freedom from random error.
- **Job Related and Valid**, using job analysis, KSA identification, knowledge source identification, linking sources to KSAs and to tasks, deriving performance and management dimensions, and developing professional quality tests, assessment exercises, and past performance evaluations.
- **Fair**, providing each candidate with a clear perception of equal opportunity to compete on the basis of their relative qualifications for promotional opportunities.
- **Efficient**, being easy to administer and capable of accommodating the number of candidates for the tested rank.
- **Administratively Feasible** in terms of the development and long-term human and fiscal compatibility with the time frames and operational cycles for the establishment of a certified list of eligibles for the tested rank.

Our overall goal is to produce a promotional system meeting these criteria.

Morris & McDaniel, Inc. has over forty-two (42) years of professional experience in providing the kind of services you have outlined in your Solicitation. The two principals, Dr. Morris and Mr. Nassar, have worked together for forty-one (41) of the forty-two (42) years our firm has been in business. We have the corporate financial capabilities, and a professional staff which possesses the education and professional experience, to successfully complete your requested testing services.

Upon execution of a contract we will immediately hold discussions with the City of Austin and the Austin Fire Department's project members and decision-makers to:

- become better acquainted with the organization structure and management philosophy of the Fire Chief with regard to the promotional process;
- identify staff that will be involved;
- meet with the City of Austin and the Austin Fire Department's decision-makers and project management staff and obtain reactions to proposed methodology; and
- discuss options for making the City of Austin and the Austin Fire Department's promotional system one for which all parties will be proud and determine the preferences and options for meeting project timelines.

Requirements

Morris & McDaniel has the ability to successfully develop and administer a promotional process for Austin Fire Department for the ranks of Fire Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant, and Fire Specialist, as well as achieve the Requirements from the Scope of Work (Items 4.0 to 5.0), as stated below:

4.1 Conduct Job Analysis

4.1.1 The consultant shall be required to perform a separate job analysis for the ranks of Division Chief, Fire Battalion Chief, Fire Captain, Fire Lieutenant, and Fire Specialist.

4.1.2 A bound copy of a job analysis report is due to the Civil Service Director or his/her



designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered.

4.1.3 Job analysis and validation reports shall become the property of the City of Austin.

Morris & McDaniel will conduct job analyses for each tested rank and provide a bound copy of the job analysis reports to the Civil Service Director or his designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered. Such reports and job analyses will then be the City's property.

Further information regarding our job analysis procedures can be found under our Proposed Services – Work Plan in this Tab.

4.2. Develop and Validate Written Multiple Choice Promotional Examinations

4.2.1 The promotional processes for Fire Specialists and Lieutenants consists of written examinations only.

Morris & McDaniel will develop and validate written multiple-choice examinations for the ranks of Fire Specialist, Lieutenant, Captain, Battalion Chief, and Division Chief.

4.2.2 The promotional processes for Division Chief, Battalion Chief and Captain consist of written examination, an Assessment Center and potential other assessment.

4.2.3 The date of the written examinations and the list of source materials for each examination shall be posted in accordance with provisions of the Texas Local Government Code Chapter 143. The promotional process consultant may recommend source materials to the Fire Chief for consideration. Written multiple-choice examinations for each position shall be developed using the source materials selected by the Fire Chief. The written examinations shall consist of questions relating to the duties of the rank to be filled as contained in the source materials. The Civil Service Director or his designee(s) will mail hard copies of the source materials to the consultant.

A Morris & McDaniel staff member assigned to the project will be available to recommend and/or vet reading material as requested by the Fire Chief, with the understanding that the final list of sources will be chosen by the Fire Chief. Morris & McDaniel agrees that the list of source material for each examination shall be posted in accordance with provisions of the Texas Local Government Code Chapter 143. It is our understanding that Morris & McDaniel shall develop the written exam test items for each rank based on the source material chosen by the Fire Chief. The exam questions developed by Morris & McDaniel will be drawn directly from the selected source material and will link to the duties and knowledges deemed important for the rank from the job analysis.

4.2.4 The promotional process consultant shall include five (5) examples of examination questions with their proposal.

Morris & McDaniel has provided five (5) sample multiple choice questions in Tab 8.

4.2.5 The consultant shall prepare a master preliminary examination for each rank with 120 questions per examination in proportion to the weighting expressed on the source materials posting. The preliminary exam shall include cited source materials for each question and shall be emailed to the Civil Service Director or his designee(s) a minimum of four (4) weeks prior to the exam date for an item review process. The preliminary exam shall be maintained with the same level of security as the final exam.



Trained item writers within Morris & McDaniel will draft one-hundred and twenty (120) items per rank in proportion to the weighting expressed on the source materials posting. Such items will be emailed by a Morris & McDaniel staff member to the Director of Civil Service or his/her designee(s) a minimum of four (4) weeks prior to the exam date for an item review process. Each item will be cited with the source it was taken from in accordance with the RFP.

4.2.6 The consultant shall conduct an item review process during working business hours. The consultant shall administer this process in person with the Subject Matter Experts (SME) and Civil Service Director or his/her designee(s).

An assigned Morris & McDaniel staff member will meet with approved Subject Matter Experts, in person, and conduct a review of the banks of items for each tested rank. For security purposes, the actual questions chosen to be used on each examination will not be revealed prior to test administration to any Fire Department personnel, except the Fire Chief and/or Assistant Chiefs or designated SMEs and the Civil Service Director or his designee(s).

4.2.7 The consultant is responsible for making adjustments based on the City's comments regarding the examination review copy and providing the following for each examination:

-A final master examination booklet consisting of 100 questions out of the preliminary 120 questions, which identifies the source material including page number and highlighted text. The final 100 items will be proportional to the weights expressed on the materials exam posting.

-A final master examination scoring key.

-A quality assurance measure conference call with the Director Civil Service or his/her designee shall occur one week prior to the exam date. The consultant will verify accuracy of items, accuracy of item review sessions, deletions and source material percentages and citations.

A final copy of each written examination will be developed based on the changes made during the item review session with the Subject Matter Experts and 100-item exam booklets will be provided to the City for administration. Each exam question will identify the source reference underneath the item, including page numbers. The City will also receive highlighted text and a scoring key from Morris & McDaniel. The 100 items will be proportional to the weights expressed on the materials source posting. It is understood that Morris & McDaniel shall take place in a quality assurance conference call with the Civil Service Director or his designee(s) one (1) week prior to the exam date. During such call, Morris & McDaniel will verify the accuracy of items, review revisions, deletions, and source material percentages and citations.

4.2.8 The consultant will certify that the promotional process is valid in accordance with accepted professional standards, such as the Society for Industrial and Organizational Psychology's Principal for Validation and Use of Personnel Selection Procedures (SIOPS). This certification shall serve as conclusive evidence of promotional process validity.

The development of a written job knowledge test of cognitive ability is guided by the principles of psychometrics. Specifically, we follow the principles of the AERA, APA, NCME Standards for Educational and Psychological Testing and the Principles for the Validation and Use of Personnel Selection Procedures of the Society of Industrial and Organizational Psychology (Division 14 of the American Psychological Association). For performance-based exercises such as, oral presentation exercises and table top exercise simulations, we follow the



Guidelines and Ethical Considerations for Assessment Center Operations endorsed by the 28th International Congress on Assessment Center Methods (May 4, 2000). The promotional process for the City of Austin and the Austin Fire Department will be developed and conducted in such a manner as to conform to both professional standards and governmental guidelines and will be validated based on these standards.

4.2.9 The development and final master copy of each written promotional examination for all ranks must be completed and delivered electronically at least 14 calendar days prior to the examination date.

Morris & McDaniel will ensure that the master copy of the final examination booklets for all ranks and scoring keys are provided electronically to the City at least fourteen (14) calendar days prior to the date of administration.

4.2.10 Candidates that have taken written promotional examinations may review their exam results within five (5) business days of posting of the exam results. Candidates may submit written appeals to exam questions based on predetermined criteria. All appeals are reviewed by the Employee Review Committee ("ERC") established in Attachment A. Appeals which are deemed successful by the ERC will be sent to the consultant in order for the consultant to provide a written response within two (2) business days. Candidates' appeals and the responses prepared by the consultant shall be presented to the City of Austin Firefighters', Police Officers', and Emergency Medical Services Personnel's Civil Service Commission (Civil Service Commission) for a final ruling.

Following the administration of the written examinations and candidate appeals session, Morris & McDaniel will submit professional responses to those items successfully appealed according to the ERC within two (2) business days of receiving such appeals.

4.2.11 The consultant shall furnish a bound technical report documenting the procedures used to establish the validity of all the examinations. The Civil Service Director or his designee(s) shall receive this report within 30 calendar days after the examination has been administered. Payment is contingent upon receipt of the technical report.

The Test Development and Validation Report will be comprehensive and include all steps in the development, administration, and scoring process and will follow appropriate legal and professional guidelines. The Test Development and Validation Report will be submitted to the Civil Service Director or his designee(s) within thirty (30) calendar days after examination has been administered.

3.2.2.11 The City will be responsible for administering and grading the multiple-choice written examinations and will provide the facilities for testing.

It is our understanding that the City, not Morris & McDaniel, will be responsible for providing testing facilities. And, although Morris & McDaniel will provide the City with an administrative guide for test administration, it will not be the consultant's responsibility to administer the test.

4.2.13 For classifications with an assessment center included in the promotional process, the written examination score will be at least 50% of the composite score unless the consultant identifies a psychometric reason for weighting the written examination score at less than 50% of the composite score.

It is our understanding that the City desires the written examination to comprise of at



least 50% of the composite score; however, the data collected from the job analysis will drive the decision of component weights. We will work with the City and recommend weights for the examination components for each rank. Of course, the analysis of the job data and collaboration with the Department decision makers will determine the appropriate formats.

4.2.14 The consultant will determine whether or not to have a passing cut-off score as a condition of proceeding to the assessment center portion of the examination.

Morris & McDaniel, with input from the City, will determine whether or not to have a passing cut-off score as a condition of proceeding to the assessment center portion of the examination.

Further details regarding the development and validation of the Written Multiple-Choice Promotional Examinations can be found in our Proposed Services – Work Plan section of this Tab.

4.3 Conduct Orientation Sessions

4.3.1 Orientations for assessment centers – The consultant shall provide at least two (2) classroom orientation sessions for all candidates. These orientation sessions may also be conducted in joint sessions for multiple ranks, if deemed appropriate by the City.

- For each assessment center orientation, the consultant shall provide appropriate handouts to all participants and provide an overview of the process and procedures including timeframes, exercise module descriptions, recommendations for study habits, and other appropriate information.

Morris & McDaniel will provide two (2) or more candidate orientation sessions to candidates prior to the administration of the assessment center and provide detailed information; such as, time frames, module descriptions, study tips, and other pertinent information. Candidates will receive a paper copy of the orientation booklets. If approved by the City, Morris & McDaniel may suggest conducting joint session covering more than one (1) rank.

4.3.2 The City shall be allowed to record each orientation session using audio/visual equipment and personnel furnished by the City. The recordings and appropriate handouts shall be considered property of the City.

We recommend the City video-tape the first session, complete with Question and Answer (Q&A) session, lasting approximately two (2) hours, and re-play the video-tape for all subsequent sessions.

Further details regarding the process surrounding candidate orientations can be found in our Proposed Services – Work Plan section of this Tab.

4.4 Develop and Validate Assessment Center Exercises

4.4.1 The assessment center process shall be administered by the promotional process consultant in accordance with the CBA, Article 16.

Morris & McDaniel shall administer the promotional process in accordance with the CBA, Article 16, as required by the RFP.



4.4.2 The dates of the assessment center exercises shall be posted at least ninety (90) days prior to occurrence. The postings shall include a brief description of the criteria and subject areas for the assessment center.

Morris & McDaniel will assist the City in the preparation of an Assessment Center announcement which will be posted at least ninety (90) days prior to administration. The announcement will include the date of assessment administration, along with a brief description of the criteria and subject areas for the assessment center exercises.

4.4.3 The consultant shall discuss the assessment center exercise plans and the development of the selected exercises with the Fire Chief or her designee(s). Proposed scenarios shall be presented to the Chief or her designee(s) for review and input. The Fire Chief is the final approval authority for the final exercises to be used in all assessment centers.

These assessment centers will assess the supervisory/management skills needed for the supervisory jobs targeted; Fire Division Chief, Fire Battalion Chief and Fire Captain. Specific exercises will be chosen per rank by the consultant and decision makers within the City of Austin and the Austin Fire Department, dependent on data collected in the job analyses. Morris & McDaniel will discuss options for the development of the assessment exercises with the Fire Chief and/or the Chief's executive team. Exercises will be drafted by the consultant and presented to approved Subject Matter Experts for review, with final approval made by the Fire Chief.

4.4.4 The exercises themselves shall be assessed by an Assessment Center Panel (the "Panel") consisting of three (3) members per exercise. The consultant shall be responsible for the recruiting, training, and selection of the Panel members and ensure they meet the following criteria:

Shall not be current, former, or retired employees of the City;

Shall not be related to any candidates participating in the assessment center;

shall have at least one (1) year of experience within the last five (5) years immediately preceding the start of the assessment center exercises as a fire service professional in the same or higher rank being assessed in a fire department having a minimum staffed strength of 400 fully paid career fire fighters; and

The same Panel of three (3) members shall assess the entire candidate pool for any given scenario or discrete portion of the assessment center.

Morris & McDaniel recognizes the importance of a well-trained cadre of assessors to ensure the successful operation of public safety performance-based assessment programs. Per the RFP, it is understood the consultant will obtain the assessors for each rank. Dr. Morris, Judge McMillin or Mr. Nassar and one or more staff members from our firm will be on-site to conduct the assessor training and to monitor the entire scoring activity process. It is our understanding that the assessors selected shall meet the following criteria:

- 1) The Panel members shall not be current, former, or retired employees of the City;
- 2) Shall not be related to any candidates participating in the assessment center process; and
- 3) Shall have at least one (1) year of experience within the last five (5) years immediately preceding the start of the assessment center exercises as a fire service professional in the same or higher rank being assessed in a fire



department having a minimum staffed strength of 400 fully paid career fire fighters.

Morris & McDaniel gives deference to the procedures outlined for assessor training in the Guidelines and Ethical Considerations for Assessment Center Operations.

Morris & McDaniel, Inc. recommends a diverse group of assessors, equal to the tested rank or higher and including ethnic, racial, and gender diversity, be recruited and trained to rate and assess the tested ranks. As specified in the RFP, A panel of three (3) assessors will be seated for scoring each exercise for each rank in a collaborative process in the performance-based assessment for the promotional process for the tested ranks. The same panel of three (3) assessors will assess the entire candidate pool for a given exercise. We will conduct a one and one-half to two-day training session for the assessors immediately prior to the assessment scoring activities.

In addition, Morris & McDaniel acknowledges and will abide by the following statements from the RFP regarding the assessment center scoring process:

The consultant will arrange and reimburse all travel for assessors from their city of residence to Austin for necessary training and scoring and their return, to include: (specifics outlined in RFP);

The consultant will arrange for the training and scoring venue;

Reimbursement to the consultant will be based upon submitted invoices to be paid no later than thirty (30) days from submission to the City, with invoices being submitted and supported on the following terms: (terms outlined in RFP);

The parties acknowledge that the actual time required for a scoring process such as that contemplated in this instrument to determine with prevision in advance. In that light, it is envisioned that assessor departure dates may change in ways that cannot be determined until near the end of a scoring process. When such situations arise, there may be instances where assessors request to depart early or to return to their duties at their home jurisdiction, which involve, among other things, the possibility of airline change fees to reschedule their departure. The consultant will have reasonable latitude in such instances to pay change fees, taken into account possible hotel savings and per diem savings realized by the early departure of the affected assessor and all other remaining assessors.

4.4.5 A candidate's assessment session shall not be conducted in the presence of other promotional candidates, and may be given at different times from other candidates.

All exercises will be administered via a video tape system in such a way that no one candidate will have an opportunity to acquire additional information regarding the exercise content before he or she actually takes the exercise. Candidates shall be sequestered if it is necessary to administer the exercises at different times during the day. Candidates will be in individual rooms when presented the exercises for their response.

4.4.6 The consultant upon request will meet and discuss the methods used in developing the testing processes.

Morris & McDaniel agrees to meet with decision makers within the City and the Fire Department to discuss methods used in developing the tested process.



4.4.7 The assessment sessions shall be video recorded by the consultant in a format that allows playback of both visual and audio. A copy of all recordings associated with the assessment exercises shall be provided by the consultant at no additional costs to the City. The consultant shall provide the recordings to the City on the last day of assessment grading.

The candidates will be administered the assessment center exercises and their responses will be video recorded. At least two video cameras, one primary and one backup, as well as a backup audio tape player will be used. This will increase the security and the standardization of the process. Our assessment programs have never failed to receive approval from the Commission on Accreditation for Law Enforcement Agencies (CALEA), Inc. Morris & McDaniel insures security of all test material and will release copies created by the consultant for scoring purposes, along with originals, to the City upon completion of grading.

4.4.8 A candidate's total score resulting from the promotional procedure shall be based on a composite of scores combining the final written examination and the assessment center scores, as calculated by the consultant. The total credit for all combined exam components will be 100% of the candidate's total score and shall be allocated as part of the test design, subject to the requirements of the CBA, Article 16, Section 4.A.3. The maximum number of points available for any single examination component will be determined through the test design with the consultant and may include the job analysis process with SME input. The allocation between the two procedures will be published as soon as practicable prior to the date of the written examination.

The performance-based exercises will be assessor scored using consensus procedures and the following scale:

- 7 - 6.1 Superior
- 6 - 5.1 Very Good
- 5 - 4.1 Good
- 4 - 3.1 Clearly Competent
- 3 - 2.1 Needs Some Improvement
- 2 - 1.1 Needs Considerable Improvement
- 1 - 0.1 Poor

A seven-point scale is used to provide for adequate range. The final eligibility list may be based on the assessment process and the score on the written test (if applicable for rank). The scores will then be converted to a 100 point scale.

The maximum number of points available for any single examination component will be determined through the test design and may include the job analysis process with SME input. The allocation between the two procedures will be published as soon as practicable prior to the date of the written examination.

4.4.10 After the assessment center process has been completed, the consultant shall produce a Microsoft Excel spreadsheet consisting of the scores for each exercise and a composite assessment center score. The consultant shall provide the assessment center scores to the Civil Service Director or his designee(s) within five (5) business days of completion of the assessment center, depending upon the number of assessment center candidates.

Once scoring is complete for the Assessment Center, it is our understanding that the consultant shall furnish a Microsoft Excel spreadsheet consisting of the score for each exercise and composite assessment center score. This spreadsheet will be provided to the Civil Service Director or his designee(s) within five (5) business days of completion of the assessment center process, depending on the number of candidates.



4.4.10 After the assessment center process has been completed, for each candidate who files a request there will be a process for a voluntary, individual debriefing, at which time the candidate shall receive information concerning his or her scores and the weight of the components of the testing process. A firefighter may review the video of his/her assessment center process as part of the debriefing process.

Morris & McDaniel has had extensive experience in developing a variety of feedback. We shall work with the City to determine (a) what types of feedback/debriefing the candidates have been receiving in the past, and (b) City preferences for future feedback/debriefing.

Morris & McDaniel proposes to provide each candidate with individual written feedback. Written feedback will consist of providing each candidate with the overall score and with a skills profile. This will indicate the areas in which he/she excelled, and the areas where there are developmental needs. It is recommended that candidates be given the opportunity to view, or listen to, aspects of their performance. The skills profile will provide the candidate's scores for each dimension of the performance-based exercises and the low, the high, and the mean scores for each exercise. Candidates should be encouraged to view their video tape, if used, as a learning tool if the City deems appropriate. We strongly recommend that Morris & McDaniel be asked to retain ownership of the assessment center exercises in order to protect the security of the exam. However, a recent decision of the Attorney General and a court decision states that assessment centers are true tests and therefore their security is protected under Texas law. See Judge Strauss's orders in City of Houston v. Paxton (PIA); D-1-GV-13-001364.

It has been Morris & McDaniel's experience that acceptance of the promotional process is enhanced by providing candidates with feedback on their performance in the assessment programs.

4.4.11 The consultant must be capable of administering all video captured assessments in two (2) consecutive days or less.

We recommend the assessment schedules are prepared to ensure that candidates will not have an opportunity to discuss the exercises until after all candidates have taken a given simulation. This is important to the assessment programs since our firm prefers that all candidates be given identical instructions and hypothetical questions. Typically, Morris & McDaniel will start one group of candidates in the morning and have the other group report at noon prior to the release of the first group of candidates to ensure no communication between the two groups regarding the exercises given on that day. The assessment administration will be completed within one to two (1-2) days.

4.4.12 The City is responsible for coordinating the written exam and assessment center process locations.

It is our understanding that the City, not Morris & McDaniel, will be responsible for coordinating and securing the written exam and assessment center process location.

4.4.13 The vendor shall submit a statement regarding their willingness, capability, and process for using a second review for assessment scoring in the event a candidate challenges the assessment scoring. If a vendor agrees to accept assessment center appeals (computational errors only), the Director of Civil Service or his/her designee(s) shall establish by policy the timelines for such appeals.

Even though performance-based assessments such as these are reliable and consistent, as with all measures of assessment, there is the possibility of error. The second review acknowledges this fact. The purpose of the second review is to detect and address



significant error.

It is our understanding that the City wishes to administer a second review process for the assessment center scoring in the event a candidate appeals scoring based on an evaluator scoring error. Morris & McDaniel is willing to support the City in this process and will conduct a second review in the case of assessor error using the following process.

The second review gives the candidate a role in this process by allowing the candidate to review his/her own recorded performance and respective score(s). If the candidate believes the score is reasonable, then the process stops there. If the candidate believes there is significant error for any of the exercises, the candidate signs a form requesting a second review be made by the panel of assessors.

Selection of Assessors

Efforts will be made to select assessors for the second review from the pool of assessors conducting the initial assessment based on several factors:

- Diversity (strived for)
- Availability
- Experience

Training of Assessors and Reviewing Candidates' Recordings for Determination of Reasonableness

After training, assessors will review the exercise(s) for which the candidate has requested a Second Review and rescore, if appropriate. The resulting score may be higher, lower, or the same. This is the candidate's final score.

Further details regarding the process surrounding this test component can be found in our Proposed Services – Work Plan section of this Tab.



TAB 8 – REQUIRED DOCUMENTS



A. Five Sample Written Exam Questions

Question 1 was taken from Brannigan's Building Construction for the Fire Service, Copyright 2015 5th Edition. By Francis L. Brannigan and Glenn P. Corbett. Published by Jones and Bartlett Publishers.

1. A (n) _____ load is defined as a load that is applied slowly and remains constant.
- * a. static
b. repeated
c. impact
d. concentrated
- (Brannigan's Building Construction, Chapter 2, page 21)

Questions 2-3 were taken from Fire Officer's Handbook of Tactics, 4th edition. John Norman. Copyright 2012.

2. The valve located in a dry pipe sprinkler system that allows a much lower pressure on the top (30-40 psi) to hold back a high water pressure on the bottom (100 psi) is called the _____ valve.
- * a. OS&Y
b. differential dry-pipe
c. water flow alarm
d. dry pipe check
- (HANDBOOK OF TACTICS, Chapter 6, Page 132)
3. With positive pressure ventilation, the fan is set up outside the structure _____ feet away from the desired door opening.
- * a. twelve to fifteen (12 – 15)
b. eight to twelve (8 – 12)
c. six to ten (6 – 10)
d. three to six (3 – 6)
- (HANDBOOK OF TACTICS, Chapter 9, Page 251)

Questions 4-5 were taken from FIRE SERVICE PERSONNEL MANAGEMENT, Third Edition. Steven T. Edwards. 2010.

4. Which of the following barriers to managing diversity occurs when members of one's own group views other social groups as being less favorable than one's own and can be defined as prejudice on a grand scale?
- * a. ethnocentrism
b. tokenism
c. stereotyping
d. hypocrisy
- (Personnel Management, Chapter 2, page 36)



5. Regarding performance appraisals, when an employee is involved in planning, establishing objectives, and determining performance levels; when the objectives are clearly identified; and when performance objectives are measurable, what type of appraisal system is being implemented?
- * a. Management by Objectives (MBO)
b. Total Quality Management (TQM)
c. Behaviorally Anchored Rating Scale (BARS)
d. graphic rating scale
(Personnel Management, Chapter 8, page 209)



B. Sample Feedback Reports

Highest Overall Rating

The table below provides your raw score and converted score for each exercise, as well as the lowest, the highest, and the average raw scores, when considering all candidates, so you can compare your performance with other candidates' performance.

	Situational Exercise	Oral Presentation Exercise	Memo/Report Writing Exercise
Your Raw Score	6.3800	5.9600	3.0000
The Lowest Score	2.6200	1.6200	1.0000
The Highest Score	6.6800	6.1000	3.0000
The Average Score	4.8833	4.5710	2.3000
Your Converted Score	42.8371	40.0171	6.0000

The total score for the assessment center is a sum of the converted scores for each exercise.

	Total Score for the Assessment Center
Your Score	88.8543
The Lowest Score	43.6000
The Highest Score	88.8543
The Average Score	68.0791

Your Dimension Scores

The chart below gives feedback regarding your scores on each dimension. Satisfactory performance or better is indicated by an "S" and areas that could be improved are indicated by an "I". To improve your performance, review the definition of the dimension(s) on which you scored an "I" and, using the definition, develop an improvement plan. Behavior-based assessment scores are not dependent on a checklist, but are driven by the consensus of the three (3) assessors carefully considering the dimension definition and your performance. Therefore, to improve your score, you should focus on the broad definition instead of a specific list of behaviors.

Exercise Dimension Values

	Problem Identification and Analysis	Decision Making	Interpersonal Skills	Planning and Organizing	Oral Communication
Situational Exercise	S	S	S	S	S
Oral Presentation Exercise	S	S	S	S	S

	Written Communication
Memo/Report Writing Exercise	S



Additional feedback and suggestions on how to improve are found on the pages following the dimensions below

PERFORMANCE-BASED ASSESSMENT DIMENSIONS

The dimensions and their definitions for the Situational Exercise and the Oral Presentation Exercise are presented below:

Problem Identification & Analysis

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

Decision Making

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

Interpersonal Skills

The ability to work harmoniously with others; to promote cooperation; to maintain amicable relations with others under adverse conditions; to exercise sensitivity to the needs of others. Respects ideas of others, praises subordinate for good and outstanding performance; investigates disputes and complaints against subordinates. Basically, to what extent does the individual show awareness of and sensitivity to the needs and feelings of others? To what extent does the individual maintain amicable relations with others?

Planning & Organizing

The ability to break work down into subtasks and prioritize these subtasks so it can be done effectively; to anticipate problems before they come up; to prepare effective plans to control difficulties and problems; to set objectives, priorities, etc. Reviews all items before proceeding; systematically structures priorities; schedules activities; manages time well; sorts items into logical groups.

Oral Communication

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

The dimension and its definition for the Memo/Report Writing Exercise is presented below:

Written Communication (Memo/Report Writing Exercise ONLY)

The ability to express ideas concisely and effectively in written form; to organize information properly; to communicate at an appropriate level for the audience; use proper format, grammar, spelling and punctuation. Basically, to what extent can an individual present material clearly in writing.



SUBJ: Ellen T. Jones
ORG: Anytown Fire department
DATE: April, 2015

Firefighter Ellen T. Jones took the Performance Based Exercises (Assessment Center) in April 2015. The Performance Based exercises assess a person's skills in certain management behavioral dimensions such as Planning & Organizing, Decision Making, Interpersonal Relations, Problem Analysis & Issue Identification, Oral Communication and Written Communications skills. The assessment process is presented and administered as exercises that present problems and issues that are similar to those which a first level Supervisor might have to face. The below narrative presents Firefighter Jones' scored performance on the Assessment Center.

Firefighter Jones demonstrated well above average ability in Planning & Organizing. In addition, she exhibited well above average competency in Decision Making, and she exhibited well above average skill in Interpersonal Relations. In Problem Identification & Issue Analysis, and Written Communication Firefighter Jones demonstrated well above average ability, and she exhibited well above average skill in Oral Communication. For more detailed information, refer to the interpretations for each separate performance dimension.

It is important to note that the overall score is the predictive score, and it is this score on which candidate ranking is based. The dimension scores are diagnostic in nature rather than determinative.

Like any personal information, this report should be treated confidentially. Because it contains information about skills or abilities that may change over time, the date of the report should be noted when examining this document. Outdated information may be of little value when making decisions about people. Furthermore, this report is intended to supplement, not replace, other valid data about this individual that may be available.



OVERALL PERFORMANCE

Overall Performance is a general or holistic description of Firefighting supervisory performance in that it refers to the manager's performance across all aspects of the dimensions targeted. It includes the job behaviors described by the individual dimensions below, as well as any additional components of the job which are relevant to managerial/supervisory performance in the exercises.

Firefighter Jones received a score at the 100th percentile compared to the group of candidates who took the Assessment Center. This score is indicative of a supervisor who is or would be functioning at a well above average level.

PLANNING & ORGANIZING

Planning & Organizing refers to the ability to break work down into subtasks and establish priorities for subtasks so they can be accomplished effectively. It involves the ability to anticipate problems before they come up, to prepare effective plans, to control difficulties and problems, to set objectives and systematically structure priorities, to schedule activities and time, and to sort items into logically related groups. Compared to the group of candidates who took the assessment center, Firefighter Jones scored at the 100th percentile, suggesting that she is functioning at a well above average level in this dimension.

Even though Firefighter Jones is performing well above average in all dimensions improvement is still possible. She may want to try some of the suggestions below.

Suggested activities that will help strengthen skills in the area of Planning & Organizing include:

- Make lists of activities and prioritize them.
- Keep a calendar of events, both for your personal activities and your workplace.
- Break large projects into small steps and set deadlines for each step as well as the entire project.
- Set up a filing system that provides easy access to all relevant information.

DECISION MAKING

Decision Making refers to the manager's ability to make sound decisions on difficult problems. It requires the ability to exercise judgment, to take into consideration available information, and the willingness to make a decision when required, rather than delegate this responsibility to others or delay taking action. It also involves taking firm, specific positions on difficult issues. Firefighter Jones scored at the 100th percentile compared to the group of candidates, suggesting that she is functioning at a well above average level in this dimension.

Suggested activities that will build skill in the area of Decision Making include:



- Don't over-analyze problems. Additional time and consideration quickly reaches a point of diminishing return. Set reasonable amounts of time and a deadline to 'think about it'.
- Only delay decisions when specific additional information is needed. In that case, set a deadline for review.
- Deciding to change a decision is also a decision. Be open to new information.
- Take risks when warranted and after considering the downside consequences. Always consider the worst case scenario.

INTERPERSONAL RELATIONS

Interpersonal Relations refers to the ability to work harmoniously with others, to promote cooperation, and to maintain amicable relations with others under adverse conditions. It requires the ability to be sensitive to the needs of others, to respect others' ideas, to praise good or outstanding performance, and to investigate disputes and complaints against subordinates. Compared to the candidates who took the assessment center, Firefighter Jones received a score at the 100th percentile, suggesting that Firefighter Jones is functioning at a well above average level in this dimension.

Some suggested activities that will build skills in the area of Interpersonal Relations include:

- Get candid feedback from someone who knows you regarding your impact on others.
- Practice active listening, being sensitive to what others are saying.
- Look for ways to compliment others.
- Maintain friendly eye contact.
- Make sure others see you as approachable.
- Be careful not to be judgmental in evaluating others.

PROBLEM IDENTIFICATION & ISSUE ANALYSIS

Problem Identification & Issue Analysis refers to the ability to quickly identify and analyze problems. It also requires the ability to notice details or phenomena, to sort out pertinent information, and to foresee the consequences of various alternatives. Compared to the group of candidates that took the assessment center, Firefighter Jones scored at the 100th percentile, suggesting that she is functioning at a well below average level in this dimension.



Activities that strengthen performance in the area of Problem Analysis & Issue Identification include:

- Ask questions in conversation. Don't make assumptions. Practice going for depth with questions such as 'On what information do you base that conclusion? Why do you feel that way?' Listen carefully to responses.
- Practice analyzing statistics. (Example, team scoring records, household budgets, race results.) See if you can extrapolate a pattern.
- Identify questions that are unanswered in a newspaper article (Who?, What?, When?, Where?, Why?). What information has been left out.
- When presented a challenging situation, ask yourself what the problems are that need to be addressed. Then, identify the real issues from the background noise of information. In other words, first identify the problems in the challenge, then go from there.

WRITTEN COMMUNICATION

Written Communication refers to the proper use of grammar, spelling, and punctuation when writing letters or reports. Firefighter Jones scored at the 100th percentile compared to the other candidates taking the exercise suggesting that she is functioning at well above average level in this dimension.

Suggested activities that will build skills in the area of Written Communication include:

- Read analytically. What makes writing effective? Use those techniques in your own writing.
- Practice writing and ask for feedback
- Learn to proofread your own work.

ORAL COMMUNICATION

This refers to the basic ability to communicate effectively in oral form. Firefighter Jones scored at the 100th percentile on this dimension, which indicates that she is functioning well above average level of competency on this dimension.

Suggested activities that will build skills in the area of Oral Communication include:

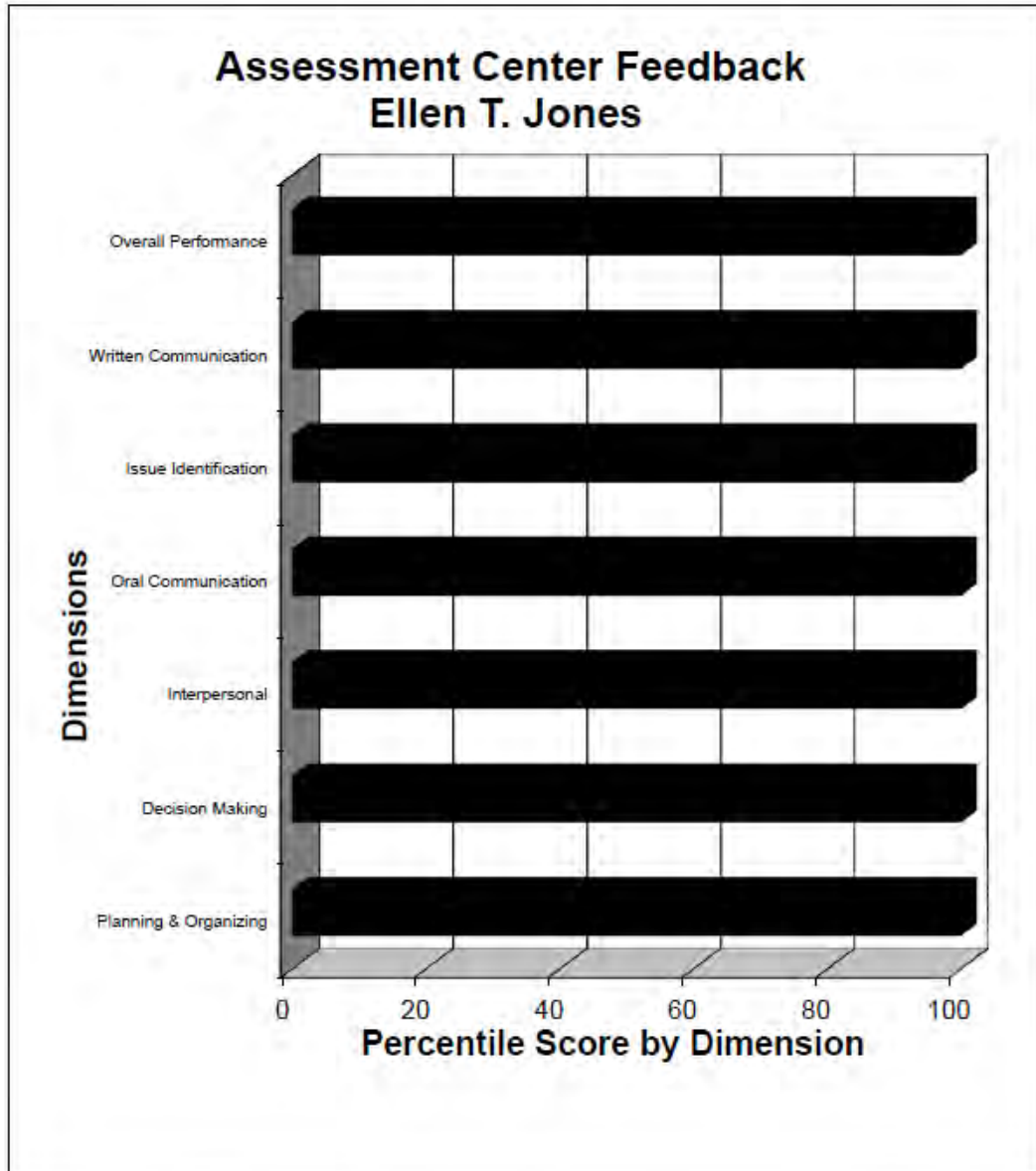
- Slow down your speech and pronounce words clearly and correctly.
- Vary your pitch, tone and volume to emphasize key words or sentences.
- Record yourself speaking and then listen to the recording to analyze your pitch, tone, speed and volume.



Highest Overall Rating

- Adjust the volume of your voice to your audience (e.g. speak softly when you are talking one-on-one; speak louder when you are talking to a larger group or across a room).
 - Be conscious of your speech to avoid filler words (e.g. um, uh, ah, like, well, etc.).
 - Organize your thoughts and ideas before speaking (e.g. write notes on what you want to say).
 - Do not interrupt when someone else is speaking.
 - Concentrate on the speaker's message and resist distractions in order to focus your attention on listening.
 - Respond non-verbally to show understanding and interest when communicating (e.g. nodding your head, smiling, etc.).
 - Make eye contact when listening or talking to people.
 - Ask questions until you are sure you understand what is being said.
 - Be specific when asking questions and giving answers.
 - Take notes to help remember what is being communicated.
 - Consider joining Toastmasters club in order to practice your oral communications skills.
-
- Use common words rather than technical terms or acronyms to communicate.
 - Restate in your own words what the speaker said and ask questions for clarification (e.g. "Let me be sure I understand correctly. You are saying _____?").
 - Tailor your conversation or message to your audience (e.g. when dealing with customer problems, listen, sympathize and try to offer solutions).
 - Maintain focus on your key message when presenting to a group by reminding participants of the intended purpose if the discussion goes off track.
 - Use different approaches when communicating an important message (e.g. diagrams, personal examples, etc.).
 - When presenting, write down key points or phrases to help remember your presentation. Look at your notes, but do not read your notes for an extended length of time.
 - Pause at key points during a long speech or presentation to emphasize an important point and to allow the audience some time to reflect.
 - Keep calm, take a deep breath, and respond politely when dealing with an emotional or difficult situation. If necessary, remove yourself temporarily until you are able to voice your opinions in a calm, clear and non-judgmental way.
 - Use the active voice, which is more direct as the focus is placed on the person or thing, rather than the passive voice (e.g. say "I will finish the report tomorrow" rather than "The report will be finished tomorrow").
 - Use "I" statements (e.g. "I think", "I need", or "I feel"), as opposed to "You" statements (e.g. "You should", "You are", or "You did not"), to clarify feelings and assumptions that may surround problems.
 - Use adverbs (e.g. slowly, extremely, loudly, etc.) and adjectives (e.g. cold, small, good, etc.) to help give more meaning and information about what you are talking about.
 - Avoid jumping to conclusions when listening to others; keep an open mind to others' ideas and do not stop listening if you disagree.





**FIRE DEPARTMENT
PROMOTIONAL PROCESS****CANDIDATE FEEDBACK REPORT****75th Percentile**

Your score on each exercise resulted from a highly structured scoring procedure. A three-member panel of trained, qualified assessors evaluated your performance on each exercise. The assessors, using the consensus methodology, viewed your performance, and after considering your performance came to a consensus on the dimensions. The panel's dimension scores were then totaled and converted to a 7-point scale to determine your raw score.

The assessors were trained on the following scales and used them in evaluating your performance and in reporting your score for each dimension. The Situational Exercise and Oral Presentation Exercise dimensions were scored using the following scale:

- 7 - 6.1 – Superior
- 6 - 5.1 – Very Good
- 5 - 4.1 – Good
- 4 - 3.1 – Clearly Competent
- 3 - 2.1 – Needs Some Improvement
- 2 - 1.1 – Needs Considerable Improvement
- 1 - 0.1 – Poor

The Memo/Report Writing Exercise dimension was scored using the following scale:

- 3.0 – Good
- 2.0 – Competent
- 1.0 – Needs Improvement

Your raw score was then directly converted to the established point value allotted for this performance-based assessment.

Your Score

There are a total of 100 points available in the performance based assessment, with up to 47 points available for the Situational Exercise, up to 47 points available for the Oral Presentation Exercise, and up to 6 points available for the Memo/Report Writing Exercise. The formulas for converting your raw exercise scores to the converted exercise scores are provided below:

$$\begin{aligned} &(\text{Situational Exercise Raw Score} \div 7) * 47 \\ &(\text{Oral Presentation Exercise Raw Score} \div 7) * 47 \\ &(\text{Memo/Report Writing Exercise Raw Score} \div 3) * 6 \end{aligned}$$



The table below provides your raw score and converted score for each exercise, as well as the lowest, the highest, and the average raw scores, when considering all candidates, so you can compare your performance with other candidates' performance.

	Situational Exercise	Oral Presentation Exercise	Memo/Report Writing Exercise
Your Raw Score	5.1200	5.5400	2.0000
The Lowest Score	2.6200	1.6200	1.0000
The Highest Score	6.6800	6.1000	3.0000
The Average Score	4.8833	4.5710	2.3000
Your Converted Score	34.3771	37.1971	4.0000

The total score for the assessment center is a sum of the converted scores for each exercise.

	Total Score for the Assessment Center
Your Score	75.5743
The Lowest Score	43.6000
The Highest Score	88.8543
The Average Score	68.0791

Your Dimension Scores

The chart below gives feedback regarding your scores on each dimension. Satisfactory performance or better is indicated by an "S" and areas that could be improved are indicated by an "I". To improve your performance, review the definition of the dimension(s) on which you scored an "I" and, using the definition, develop an improvement plan. Behavior-based assessment scores are not dependent on a checklist, but are driven by the consensus of the three (3) assessors carefully considering the dimension definition and your performance. Therefore, to improve your score, you should focus on the broad definition instead of a specific list of behaviors.

Exercise Dimension Values

	Problem Identification and Analysis	Decision Making	Interpersonal Skills	Planning and Organizing	Oral Communication
Situational Exercise	S	S	S	I	S
Oral Presentation Exercise	S	S	S	I	S

	Written Communication
Memo/Report Writing Exercise	S



PERFORMANCE-BASED ASSESSMENT DIMENSIONS

The dimensions and their definitions for the **Situational Exercise** and the **Oral Presentation Exercise** are presented below:

Problem Identification & Analysis

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

Decision Making

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

Interpersonal Skills

The ability to work harmoniously with others; to promote cooperation; to maintain amicable relations with others under adverse conditions; to exercise sensitivity to the needs of others. Respects ideas of others, praises subordinate for good and outstanding performance; investigates disputes and complaints against subordinates. Basically, to what extent does the individual show awareness of and sensitivity to the needs and feelings of others? To what extent does the individual maintain amicable relations with others?

Planning & Organizing

The ability to break work down into subtasks and prioritize these subtasks so it can be done effectively; to anticipate problems before they come up; to prepare effective plans to control difficulties and problems; to set objectives, priorities, etc. Reviews all items before proceeding; systematically structures priorities; schedules activities; manages time well; sorts items into logical groups.

Oral Communication

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

The dimension and its definition for the **Memo/Report Writing Exercise** is presented below:

Written Communication (Memo/Report Writing Exercise ONLY)

The ability to express ideas concisely and effectively in written form; to organize information properly; to communicate at an appropriate level for the audience; use proper format, grammar, spelling and punctuation. Basically, to what extent can an individual present material clearly in writing.



**FIRE DEPARTMENT
PROMOTIONAL PROCESS****CANDIDATE FEEDBACK REPORT****50th Percentile**

Your score on each exercise resulted from a highly structured scoring procedure. A three-member panel of trained, qualified assessors evaluated your performance on each exercise. The assessors, using the consensus methodology, viewed your performance, and after considering your performance came to a consensus on the dimensions. The panel's dimension scores were then totaled and converted to a 7-point scale to determine your raw score.

The assessors were trained on the following scales and used them in evaluating your performance and in reporting your score for each dimension. The Situational Exercise and Oral Presentation Exercise dimensions were scored using the following scale:

- 7 - 6.1 – Superior
- 6 - 5.1 – Very Good
- 5 - 4.1 – Good
- 4 - 3.1 – Clearly Competent
- 3 - 2.1 – Needs Some Improvement
- 2 - 1.1 – Needs Considerable Improvement
- 1 - 0.1 – Poor

The Memo/Report Writing Exercise dimension was scored using the following scale:

- 3.0 – Good
- 2.0 – Competent
- 1.0 – Needs Improvement

Your raw score was then directly converted to the established point value allotted for this performance-based assessment.

Your Score

There are a total of 100 points available in the performance based assessment, with up to 47 points available for the Situational Exercise, up to 47 points available for the Oral Presentation Exercise, and up to 6 points available for the Memo/Report Writing Exercise. The formulas for converting your raw exercise scores to the converted exercise scores are provided below:

$$\begin{aligned} &(\text{Situational Exercise Raw Score} \div 7) * 47 \\ &(\text{Oral Presentation Exercise Raw Score} \div 7) * 47 \\ &(\text{Memo/Report Writing Exercise Raw Score} \div 3) * 6 \end{aligned}$$



The table below provides your raw score and converted score for each exercise, as well as the lowest, the highest, and the average raw scores, when considering all candidates, so you can compare your performance with other candidates' performance.

	Situational Exercise	Oral Presentation Exercise	Memo/Report Writing Exercise
Your Raw Score	5.6400	4.0200	2.0000
The Lowest Score	2.6200	1.6200	1.0000
The Highest Score	6.6800	6.1000	3.0000
The Average Score	4.8833	4.5710	2.3000
Your Converted Score	37.8686	26.9914	4.0000

The total score for the assessment center is a sum of the converted scores for each exercise.

	Total Score for the Assessment Center
Your Score	68.8600
The Lowest Score	43.6000
The Highest Score	88.8543
The Average Score	68.0791

Your Dimension Scores

The chart below gives feedback regarding your scores on each dimension. Satisfactory performance or better is indicated by an "S" and areas that could be improved are indicated by an "I". To improve your performance, review the definition of the dimension(s) on which you scored an "I" and, using the definition, develop an improvement plan. Behavior-based assessment scores are not dependent on a checklist, but are driven by the consensus of the three (3) assessors carefully considering the dimension definition and your performance. Therefore, to improve your score, you should focus on the broad definition instead of a specific list of behaviors.

Exercise Dimension Values

	Problem Identification and Analysis	Decision Making	Interpersonal Skills	Planning and Organizing	Oral Communication
Situational Exercise	I	S	S	S	S
Oral Presentation Exercise	I	I	S	I	S

	Written Communication
Memo/Report Writing Exercise	S



PERFORMANCE-BASED ASSESSMENT DIMENSIONS

The dimensions and their definitions for the Situational Exercise and the Oral Presentation Exercise are presented below:

Problem Identification & Analysis

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

Decision Making

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

Interpersonal Skills

The ability to work harmoniously with others; to promote cooperation; to maintain amicable relations with others under adverse conditions; to exercise sensitivity to the needs of others. Respects ideas of others, praises subordinate for good and outstanding performance; investigates disputes and complaints against subordinates. Basically, to what extent does the individual show awareness of and sensitivity to the needs and feelings of others? To what extent does the individual maintain amicable relations with others?

Planning & Organizing

The ability to break work down into subtasks and prioritize these subtasks so it can be done effectively; to anticipate problems before they come up; to prepare effective plans to control difficulties and problems; to set objectives, priorities, etc. Reviews all items before proceeding; systematically structures priorities; schedules activities; manages time well; sorts items into logical groups.

Oral Communication

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

The dimension and its definition for the Memo/Report Writing Exercise is presented below:

Written Communication (Memo/Report Writing Exercise ONLY)

The ability to express ideas concisely and effectively in written form; to organize information properly; to communicate at an appropriate level for the audience; use proper format, grammar, spelling and punctuation. Basically, to what extent can an individual present material clearly in writing.

**FIRE DEPARTMENT
PROMOTIONAL PROCESS**

CANDIDATE FEEDBACK REPORT

25th Percentile

Your score on each exercise resulted from a highly structured scoring procedure. A three-member panel of trained, qualified assessors evaluated your performance on each exercise. The assessors, using the consensus methodology, viewed your performance, and after considering your performance came to a consensus on the dimensions. The panel's dimension scores were then totaled and converted to a 7-point scale to determine your raw score.

The assessors were trained on the following scales and used them in evaluating your performance and in reporting your score for each dimension. The Situational Exercise and Oral Presentation Exercise dimensions were scored using the following scale:

- 7 - 6.1 – Superior
- 6 - 5.1 – Very Good
- 5 - 4.1 – Good
- 4 - 3.1 – Clearly Competent
- 3 - 2.1 – Needs Some Improvement
- 2 - 1.1 – Needs Considerable Improvement
- 1 - 0.1 – Poor

The Memo/Report Writing Exercise dimension was scored using the following scale:

- 3.0 – Good
- 2.0 – Competent
- 1.0 – Needs Improvement

Your raw score was then directly converted to the established point value allotted for this performance-based assessment.

Your Score

There are a total of 100 points available in the performance based assessment, with up to 47 points available for the Situational Exercise, up to 47 points available for the Oral Presentation Exercise, and up to 6 points available for the Memo/Report Writing Exercise. The formulas for converting your raw exercise scores to the converted exercise scores are provided below:

$$\begin{aligned} &(\text{Situational Exercise Raw Score} \div 7) * 47 \\ &(\text{Oral Presentation Exercise Raw Score} \div 7) * 47 \\ &(\text{Memo/Report Writing Exercise Raw Score} \div 3) * 6 \end{aligned}$$



The table below provides your raw score and converted score for each exercise, as well as the lowest, the highest, and the average raw scores, when considering all candidates, so you can compare your performance with other candidates' performance.

	Situational Exercise	Oral Presentation Exercise	Memo/Report Writing Exercise
Your Raw Score	5.0200	3.8000	2.0000
The Lowest Score	2.6200	1.6200	1.0000
The Highest Score	6.6800	6.1000	3.0000
The Average Score	4.8833	4.5710	2.3000
Your Converted Score	33.7057	25.5143	4.0000

The total score for the assessment center is a sum of the converted scores for each exercise.

	Total Score for the Assessment Center
Your Score	63.2200
The Lowest Score	43.6000
The Highest Score	88.8543
The Average Score	68.0791

Your Dimension Scores

The chart below gives feedback regarding your scores on each dimension. Satisfactory performance or better is indicated by an "S" and areas that could be improved are indicated by an "I". To improve your performance, review the definition of the dimension(s) on which you scored an "I" and, using the definition, develop an improvement plan. Behavior-based assessment scores are not dependent on a checklist, but are driven by the consensus of the three (3) assessors carefully considering the dimension definition and your performance. Therefore, to improve your score, you should focus on the broad definition instead of a specific list of behaviors.

Exercise Dimension Values

	Problem Identification and Analysis	Decision Making	Interpersonal Skills	Planning and Organizing	Oral Communication
Situational Exercise	I	S	S	I	S
Oral Presentation Exercise	I	S	I	I	S

	Written Communication
Memo/Report Writing Exercise	I



PERFORMANCE-BASED ASSESSMENT DIMENSIONS

The dimensions and their definitions for the **Situational Exercise** and the **Oral Presentation Exercise** are presented below:

Problem Identification & Analysis

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

Decision Making

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

Interpersonal Skills

The ability to work harmoniously with others; to promote cooperation; to maintain amicable relations with others under adverse conditions; to exercise sensitivity to the needs of others. Respects ideas of others, praises subordinate for good and outstanding performance; investigates disputes and complaints against subordinates. Basically, to what extent does the individual show awareness of and sensitivity to the needs and feelings of others? To what extent does the individual maintain amicable relations with others?

Planning & Organizing

The ability to break work down into subtasks and prioritize these subtasks so it can be done effectively; to anticipate problems before they come up; to prepare effective plans to control difficulties and problems; to set objectives, priorities, etc. Reviews all items before proceeding; systematically structures priorities; schedules activities; manages time well; sorts items into logical groups.

Oral Communication

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

The dimension and its definition for the **Memo/Report Writing Exercise** is presented below:

Written Communication (Memo/Report Writing Exercise ONLY)

The ability to express ideas concisely and effectively in written form; to organize information properly; to communicate at an appropriate level for the audience; use proper format, grammar, spelling and punctuation. Basically, to what extent can an individual present material clearly in writing.



**FIRE DEPARTMENT
PROMOTIONAL PROCESS
John T. Smith
CANDIDATE FEEDBACK REPORT**

Lowest Overall

Your score on each exercise resulted from a highly structured scoring procedure. A three-member panel of trained, qualified assessors evaluated your performance on each exercise. The assessors, using the consensus methodology, viewed your performance, and after considering your performance came to a consensus on the dimensions. The panel's dimension scores were then totaled and converted to a 7-point scale to determine your raw score.

The assessors were trained on the following scales and used them in evaluating your performance and in reporting your score for each dimension. The Situational Exercise and Oral Presentation Exercise dimensions were scored using the following scale:

- 7 - 6.1 – Superior
- 6 - 5.1 – Very Good
- 5 - 4.1 – Good
- 4 - 3.1 – Clearly Competent
- 3 - 2.1 – Needs Some Improvement
- 2 - 1.1 – Needs Considerable Improvement
- 1 - 0.1 – Poor

The Memo/Report Writing Exercise dimension was scored using the following scale:

- 3.0 – Good
- 2.0 – Competent
- 1.0 – Needs Improvement

Your raw score was then directly converted to the established point value allotted for this performance-based assessment.

Your Score

There are a total of 100 points available in the performance based assessment, with up to 47 points available for the Situational Exercise, up to 47 points available for the Oral Presentation Exercise, and up to 6 points available for the Memo/Report Writing Exercise. The formulas for converting your raw exercise scores to the converted exercise scores are provided below:

$$\begin{aligned} &(\text{Situational Exercise Raw Score} \div 7) * 47 \\ &(\text{Oral Presentation Exercise Raw Score} \div 7) * 47 \\ &(\text{Memo/Report Writing Exercise Raw Score} \div 3) * 6 \end{aligned}$$



Lowest Overall

The table below provides your raw score and converted score for each exercise, as well as the lowest, the highest, and the average raw scores, when considering all candidates, so you can compare your performance with other candidates' performance.

	Situational Exercise	Oral Presentation Exercise	Memo/Report Writing Exercise
Your Raw Score	3.7000	1.9000	1.0000
The Lowest Score	2.6200	1.6200	1.0000
The Highest Score	6.6800	6.1000	3.0000
The Average Score	4.8833	4.5710	2.3000
Your Converted Score	24.8429	12.7571	2.0000

The total score for the assessment center is a sum of the converted scores for each exercise.

	Total Score for the Assessment Center
Your Score	39.6000
The Lowest Score	39.6000
The Highest Score	88.8543
The Average Score	68.0791

Your Dimension Scores

The chart below gives feedback regarding your scores on each dimension. Satisfactory performance or better is indicated by an "S" and areas that could be improved are indicated by an "I". To improve your performance, review the definition of the dimension(s) on which you scored an "I" and, using the definition, develop an improvement plan. Behavior-based assessment scores are not dependent on a checklist, but are driven by the consensus of the three (3) assessors carefully considering the dimension definition and your performance. Therefore, to improve your score, you should focus on the broad definition instead of a specific list of behaviors.

Exercise Dimension Values

	Problem Identification and Analysis	Decision Making	Interpersonal Skills	Planning and Organizing	Oral Communication
Situational Exercise	I	I	I	I	S
Oral Presentation Exercise	I	I	I	I	S

	Written Communication
Memo/Report Writing Exercise	I



Additional feedback and suggestions on how to improve are found on the pages following the dimensions below

PERFORMANCE-BASED ASSESSMENT DIMENSIONS

The dimensions and their definitions for the **Situational Exercise** and the **Oral Presentation Exercise** are presented below:

Problem Identification & Analysis

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

Decision Making

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

Interpersonal Skills

The ability to work harmoniously with others; to promote cooperation; to maintain amicable relations with others under adverse conditions; to exercise sensitivity to the needs of others. Respects ideas of others, praises subordinate for good and outstanding performance; investigates disputes and complaints against subordinates. Basically, to what extent does the individual show awareness of and sensitivity to the needs and feelings of others? To what extent does the individual maintain amicable relations with others?

Planning & Organizing

The ability to break work down into subtasks and prioritize these subtasks so it can be done effectively; to anticipate problems before they come up; to prepare effective plans to control difficulties and problems; to set objectives, priorities, etc. Reviews all items before proceeding; systematically structures priorities; schedules activities; manages time well; sorts items into logical groups.

Oral Communication

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

The dimension and its definition for the **Memo/Report Writing Exercise** is presented below:

Written Communication (Memo/Report Writing Exercise ONLY)

The ability to express ideas concisely and effectively in written form; to organize information properly; to communicate at an appropriate level for the audience; use proper format, grammar, spelling and punctuation. Basically, to what extent can an individual present material clearly in writing.



SUBJ: John T. Smith
ORG: Anytown Fire department
DATE: April, 2015

Firefighter John T. Smith took the Performance Based Exercises (Assessment Center) in April 2015. The Performance Based exercises assess a person's skills in certain management behavioral dimensions such as Planning & Organizing, Decision Making, Interpersonal Relations, Problem Analysis & Issue Identification, Oral Communication and Written Communications skills. The assessment process is presented and administered as exercises that present problems and issues that are similar to those which a Supervisor might have to face. The below narrative presents Firefighter Smith's scored performance on the Assessment Center.

Firefighter Smith demonstrated well below average ability in Planning & Organizing, Decision Making, Interpersonal Relations, Problem Identification & Issue Analysis and Written Communication. Firefighter Smith exhibited slightly above average skill in Oral Communication. For more detailed information, refer to the interpretations for each separate performance dimension.

It is important to note that the overall score is the predictive score, and it is this score on which candidate ranking is based. The dimension scores are diagnostic in nature, rather than determinative.

Firefighter Smith's overall score on the exercises places him at the 1st percentile, that is, he was the lowest performer on the exercises combined. Firefighter Smith scored at the 4th percentile on Planning & Organizing, suggesting well below average ability. In Decision Making, he scored at the 1st percentile, which is indicative of well below average skill, and his score on Interpersonal Relations was at the 1st percentile, which suggests ability that is well below average. Furthermore, Firefighter Smith scored at the 1st percentile on Problem Analysis & Issue Identification and Written Communication, suggesting well below average competence; however, his score in Oral Communications was at the 55th percentile, which exemplifies average proficiency.

Like any personal information, this report should be treated confidentially. Because it contains information about skills or abilities that may change over time, the date of the report should be noted when examining this document. Outdated information may be of little value when making decisions about people. Furthermore, this report is intended to supplement, not replace, other valid data about this individual that may be available.



OVERALL PERFORMANCE

Overall Performance is a general or holistic description of Firefighting supervisory performance in that it refers to the manager's performance across all aspects of the dimensions targeted. It includes the job behaviors described by the individual dimensions below, as well as any additional components of the job which are relevant to managerial/supervisory performance in the exercises.

Firefighter Smith received a score at the 1st percentile compared to the group of candidates who took the test. This score is indicative of a supervisor who is or would be functioning at a well below average level.

PLANNING & ORGANIZING

Planning & Organizing refers to the ability to break work down into subtasks and establish priorities for subtasks so they can be accomplished effectively. It involves the ability to anticipate problems before they come up, to prepare effective plans, to control difficulties and problems, to set objectives and systematically structure priorities, to schedule activities and time, and to sort items into logically related groups. Compared to a normative group of managers, Firefighter Smith scored at the 4th percentile, suggesting that he is functioning at a well below average level in this dimension.

Suggested activities that will help strengthen skills in the area of Planning & Organizing include:

- Make lists of activities and prioritize them.
- Keep a calendar of events, both for your personal activities and your workplace.
- Break large projects into small steps and set deadlines for each step as well as the entire project.
- Set up a filing system that provides easy access to all relevant information.

DECISION MAKING

Decision Making refers to the manager's ability to make sound decisions on difficult problems. It requires the ability to exercise judgment, to take into consideration available information, and the willingness to make a decision when required, rather than delegate this responsibility to others or delay taking action. It also involves taking firm, specific positions on difficult issues. Firefighter Smith scored at the 1st percentile compared to the group of candidates, suggesting that he is functioning at a well below average level in this dimension.

Suggested activities that will build skill in the area of Decision Making include:

- Don't over-analyze problems. Additional time and consideration quickly reaches a point of diminishing



return. Set reasonable amounts of time and a deadline to 'think about it'.

- Only delay decisions when specific additional information is needed. In that case, set a deadline for review.
- Deciding to change a decision is also a decision. Be open to new information.
- Take risks when warranted and after considering the downside consequences. Always consider the worst case scenario.

INTERPERSONAL RELATIONS

Interpersonal Relations refers to the ability to work harmoniously with others, to promote cooperation, and to maintain amicable relations with others under adverse conditions. It requires the ability to be sensitive to the needs of others, to respect others' ideas, to praise good or outstanding performance, and to investigate disputes and complaints against subordinates. Compared to a normative group of managers, Firefighter Smith received a score at the 1st percentile, suggesting that Firefighter Smith is functioning at a well below average level in this dimension.

Some suggested activities that will build skills in the area of Interpersonal Relations include:

- Get candid feedback from someone who knows you regarding your impact on others.
- Practice active listening, being sensitive to what others are saying.
- Look for ways to compliment others.
- Maintain friendly eye contact.
- Make sure others see you as approachable.
- Be careful not to be judgmental in evaluating others.

PROBLEM IDENTIFICATION & ISSUE ANALYSIS

Problem Identification & Issue Analysis refers to the ability to quickly identify and analyze problems. It also requires the ability to notice details or phenomena, to sort out pertinent information, and to foresee the consequences of various alternatives. Compared to a normative group of managers, Firefighter Smith scored at the 1st percentile, suggesting that he is functioning at a well below average level in this dimension.



Activities that strengthen performance in the area of Problem Analysis & Issue Identification include:

- Ask questions in conversation. Don't make assumptions. Practice going for depth with questions such as 'On what information do you base that conclusion? Why do you feel that way?' Listen carefully to responses.
- Practice analyzing statistics. (Example, team scoring records, household budgets, race results.) See if you can extrapolate a pattern.
- Identify questions that are unanswered in a newspaper article (Who?, What?, When?, Where?, Why?). What information has been left out.
- When presented a challenging situation, ask yourself what the problems are that need to be addressed. Then, identify the real issues from the background noise of information. In other words, first identify the problems in the challenge, then go from there.

WRITTEN COMMUNICATION

Written Communication refers to the proper use of grammar, spelling, and punctuation when writing letters or reports. Firefighter Smith scored at the 1st percentile compared to the other candidates taking the exercise, suggesting that he is functioning at well below average level in this dimension.

Suggested activities that will build skills in the area of Written Communication include:

- Read analytically. What makes writing effective? Use those techniques in your own writing.
- Practice writing and ask for feedback
- Learn to proofread your own work.

ORAL COMMUNICATION

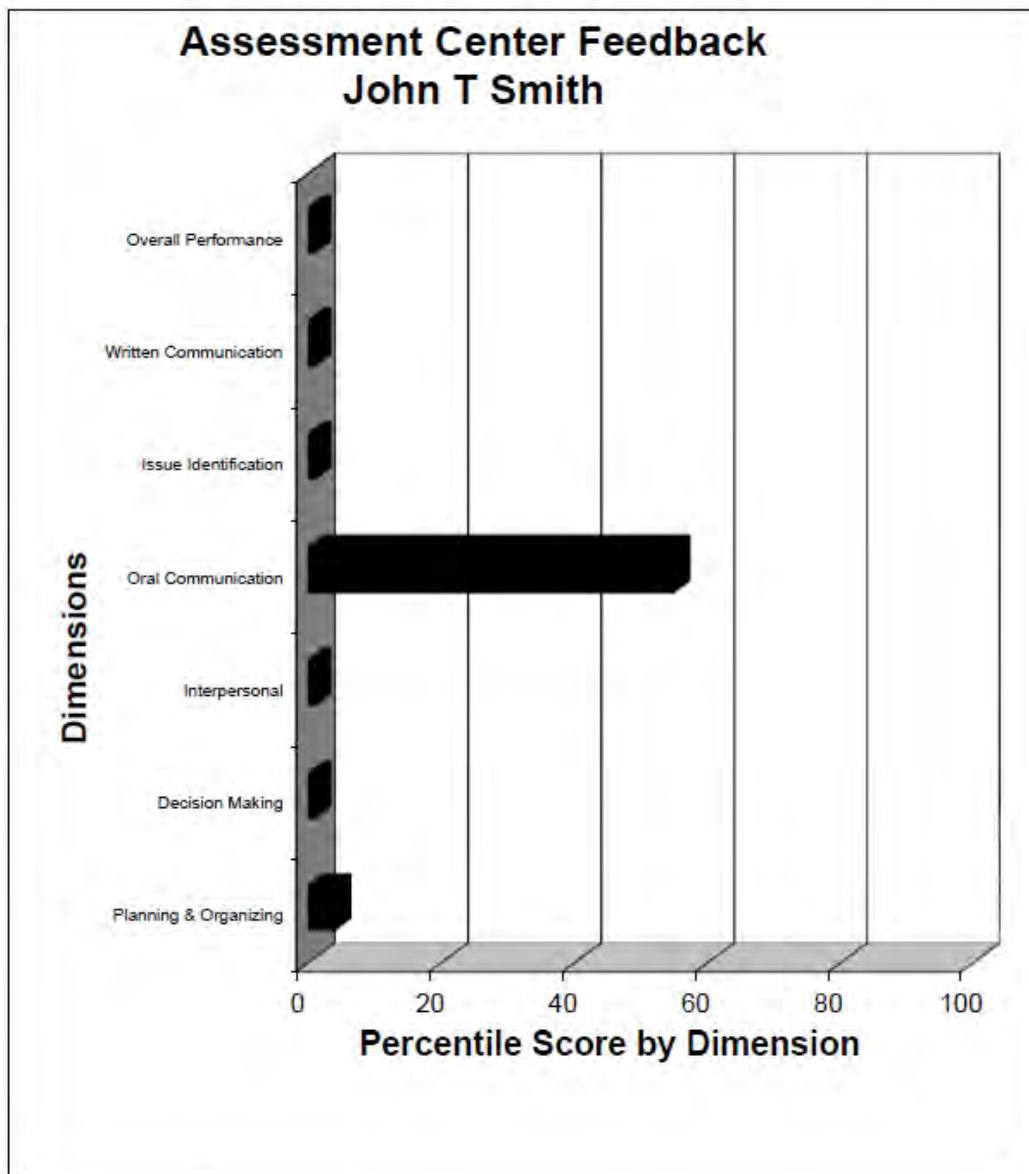
This refers to the basic ability to communicate effectively in oral form. Firefighter Smith scored at the 55th percentile on this dimension, which indicates that he is functioning at the average level of competency on this dimension.

Suggested activities that will build skills in the area of Oral Communication include:

- Slow down your speech and pronounce words clearly and correctly.
- Vary your pitch, tone and volume to emphasize key words or sentences.
- Record yourself speaking and then listen to the recording to analyze your pitch, tone, speed and volume.



- Adjust the volume of your voice to your audience (e.g. speak softly when you are talking one-on-one; speak louder when you are talking to a larger group or across a room).
- Be conscious of your speech to avoid filler words (e.g. um, uh, ah, like, well, etc.).
- Organize your thoughts and ideas before speaking (e.g. write notes on what you want to say).
- Do not interrupt when someone else is speaking.
- Concentrate on the speaker's message and resist distractions in order to focus your attention on listening.
- Respond non-verbally to show understanding and interest when communicating (e.g. nodding your head, smiling, etc.).
- Make eye contact when listening or talking to people.
- Ask questions until you are sure you understand what is being said.
- Be specific when asking questions and giving answers.
- Take notes to help remember what is being communicated.
- Consider joining Toastmasters club in order to practice your oral communications skills.
- Use common words rather than technical terms or acronyms to communicate.
- Restate in your own words what the speaker said and ask questions for clarification (e.g. "Let me be sure I understand correctly. You are saying _____?").
- Tailor your conversation or message to your audience (e.g. when dealing with customer problems, listen, sympathize and try to offer solutions).
- Maintain focus on your key message when presenting to a group by reminding participants of the intended purpose if the discussion goes off track.
- Use different approaches when communicating an important message (e.g. diagrams, personal examples, etc.).
- When presenting, write down key points or phrases to help remember your presentation. Look at your notes, but do not read your notes for an extended length of time.
- Pause at key points during a long speech or presentation to emphasize an important point and to allow the audience some time to reflect.
- Keep calm, take a deep breath, and respond politely when dealing with an emotional or difficult situation. If necessary, remove yourself temporarily until you are able to voice your opinions in a calm, clear and non-judgmental way.
- Use the active voice, which is more direct as the focus is placed on the person or thing, rather than the passive voice (e.g. say "I will finish the report tomorrow" rather than "The report will be finished tomorrow").
- Use "I" statements (e.g. "I think", "I need", or "I feel"), as opposed to "You" statements (e.g. "You should", "You are", or "You did not"), to clarify feelings and assumptions that may surround problems.
- Use adverbs (e.g. slowly, extremely, loudly, etc.) and adjectives (e.g. cold, small, good, etc.) to help give more meaning and information about what you are talking about.
- Avoid jumping to conclusions when listening to others; keep an open mind to others' ideas and do not stop listening if you disagree.



C. Timeline of Tasks

Timeline for Division Chief, Battalion Chief and Captain

Project Task	Timeline
Project Initiation	Upon contract execution
Initial Planning Meeting	Within 5 days of contract execution
Project Plan	Within 10 days of contract execution
Assign Project Activities to Project Team Staff Members	Within 15 days of contract execution
Begin Project Activities – Job Analysis	Within the first 30 days
Promotional Process Design Plan	Within the first 30 days
Coordinate and Collaborate with City decision-makers	On-going throughout term of contract
Exam Announcement	At least 90 days prior to assessment center administration
Conduct Written Exam Item Review with Approved SMEs	4 weeks prior to exam administration
Provide Final Examinations/Tests to City	14 days prior to administration
Written Exam and Assessment Center Administration	At least 90 days following exam announcement
Morris & McDaniel Responds to Appeals/Rebuttals	Within 2 days of ERC decision on appeals
Provide Assessment Center Scores to the City	Within 5 days of administration
Provide rank-ordered list to City	Directly following the release of Assessment Center Scores
Provide Reports to City	Within 30 days of Exam Administration



**TIMELINE OF TASKS FOR DIVISION CHIEF, BATTALION CHIEF, CAPTAIN
PROMOTIONAL PROCESS
GANTT CHART
BASED ON 18 WEEK DURATION**

TASKS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Project Planning																		
Review Existing Job Analysis & Conduct Job Analysis to Demonstrate Validity																		
Selection of Source Material; and Development of Written Examination; SME Review/Input																		
Develop and Conduct Candidate Orientation Sessions																		
Written Exam Administration and Scoring																		
Candidate Appeal Process																		
Develop Assessment Center Exercises; SME Review/Input																		
Administer Assessment Center Exercises																		
Assessor Training and Monitor Assessment Center Scoring																		
Presentation of Results (Eligibility List)																		
Prepare a Test Development and Validation Report																		



Timeline for Lieutenant and Specialist

Project Task	Timeline
Project Initiation	Upon contract execution
Initial Planning Meeting	Within 5 days of contract execution
Project Plan	Within 10 days of contract execution
Assign Project Activities to Project Team Staff Members	Within 15 days of contract execution
Begin Project Activities – Job Analysis	Within the first 30 days
Promotional Process Design Plan	Within the first 30 days
Coordinate and Collaborate with City decision-makers	On-going throughout term of contract
Exam Announcement	We recommend a 60-90 day study period
Conduct Written Exam Item Review with Approved SMEs	4 weeks prior to exam administration
Provide Final Examinations/Tests to City	14 days prior to administration
Written Exam Administration	60-90 days following exam announcement
Morris & McDaniel Responds to Appeals/Rebuttals	Within 2 days of ERC decision on appeals
Provide rank-ordered list to City	Within 5 days following administration
Provide Reports to City	Within 30 days of Exam Administration



**TIMELINE OF TASKS FOR LIEUTENANT / SPECIALIST PROMOTIONAL PROCESSES
GANTT CHART
BASED ON 13 WEEK DURATION**

TASKS	1	2	3	4	5	6	7	8	9	10	11	12	13
Project Planning													
Review Existing Job Analysis & Conduct Job Analysis to Demonstrate Validity													
Selection of Source Material; and Development of Written Examination; SME Review/Input													
Develop and Conduct Candidate Orientation Sessions													
Written Exam Administration and Scoring													
Candidate Appeal Process													
Presentation of Results (Eligibility List)													
Prepare a Test Development and Validation Report													



SECTION II

PRICE PROPOSAL



Morris & McDaniel has completed and submitted Section 0610 Rate Sheet as required by the RFP.

Provisions for Expert Testimony

Dr. David M. Morris, President of Morris & McDaniel, has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Dr. Morris is a Psychologist with licensing in Industrial/Organizational Psychology and an attorney who has been recognized by the profession of Industrial/Organizational Psychology as an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility. Our firm will always provide as much expert witness assistance as needed by our clients. Dr. Morris will be available for expert testimony should this need develop. Fees for testimony or deposition are \$2750 for each day of deposition or any part thereof or for each day of testimony or any part thereof. If the day extends beyond a ten (10) hour period, fees are billed at the current hourly rate of \$275 for each additional hour. Research time is billed at \$275 per hour plus any related expenses. Airfare is billed at the least expensive, non-restrictive coach fare from Washington, DC and hotels are billed at regular business class rates.



RATE SHEET EXPLANATORY REMARKS:

The initial sheet following this explanatory page, marked "Sheet 1" contains our proposed flat fee price for all costs *including assessor costs* (necessarily only an estimate at this point). This method of proposing a single fixed price is based on the City's response to Q17 found in the official Q&A's as follows:

"Q17. For pricing sheet, should expected assessor costs be included as an additional line item for each rank or included within a flat fee? In other words, will the City reimburse these costs outside of the contract, or should these be included within the costs?"

A17. All fees shall be included in the price sheet as a flat fee. No fees will be paid separately."

However, due to the fact that the RFP itself seems to contemplate a different arrangement as to assessor costs, in that periodic invoices at designated times for actual assessor costs as they are incurred appear to be required per the RFP terms, we have added a supplementary tabulation of our proposal marked as "Sheet 2" which shows the breakdown between our proposed flat fee for each of the assessment centers and our best estimate of assessor costs for the scoring of that assessment center; the total of those two figures comprising the one fixed fee seemingly required under the response to Q17.

We are prepared, upon award of the contract, to undertake the duties regarding recruiting and providing the interim financing for the various contemplated assessor costs and to invoice periodically for the actual costs as they are incurred per to RFP provisions, undertaking at all times, to keep those costs to the lowest amount possible without affecting the quality of the process and, at the end of the process, to account to the City for any savings that may have been amassed should our estimates of assessor costs prove to have exceeded the costs in actuality.

Alternate Scoring Proposal

Additionally, we would propose as an alternate to scoring the assessment center videos in Austin, that we would undertake to score the videos at our National Scoring Center located in Memphis, Tennessee, using the same cadre of assessors as we would recruit for Austin at a firm fixed price that would result in an overall cost savings to the City and reduce tremendously the level of effort of City HR and Accounting personnel related to handling item-by item reimbursement. This alternate proposal is submitted for the City's consideration and is contained on "Sheet 3" and we would hope for a favorable reaction; however, it should be firmly understood that this is an alternate proposal only and is not, in any way, to be considered in substitution of our primary proposal described above that is intended to, and does, in fact, meet the terms of the RFP.

CITY OF AUSTIN PURCHASING OFFICE
AUSTIN FIRE DEPARTMENT PROMOTIONAL EXAMINATION SERVICES
SECTION 0610 - RATE SHEET
SOLICITATION NUMBER RFP 5800 EAD3000

Section 1 - Job Analysis Costs				
RANK		COST PER RANK		
1.1	Fire Division Chief	\$7,250.00		
1.2	Fire Battalion Chief	\$7,250.00		
1.3	Fire Captain	\$7,250.00		
1.4	Fire Lieutenant	\$7,250.00		
1.5	Fire Specialist	\$7,250.00		
Section 2 - Written Multiple-Choice Promotional Examination Costs				
RANK		COST PER RANK		
2.1	Fire Division Chief	\$8,250.00		
2.2	Fire Battalion Chief	\$8,250.00		
2.3	Fire Captain	\$8,250.00		
2.4	Fire Lieutenant	\$8,250.00		
2.5	Fire Specialist	\$8,250.00		
Section 3 - Assessment Center Costs				
RANK		COST PER RANK	COST PER RANK	COST PER RANK
		1-15 Employees	16-35 Employees	36+ Employees
3.1	Fire Division Chief	\$24,458.00	\$31,000.00	\$40,452.00
3.2	Fire Battalion Chief	\$24,458.00	\$31,000.00	\$40,452.00
3.3	Fire Captain	\$24,458.00	\$31,000.00	\$40,452.00
Section 4 - For Informational Purposes Only				
4.1	Fire Lieutenant for 36+ Employees	\$41,000.00		
4.2	Expert Legal Support Fee (per Hour)	\$275.00/HR		
4.3	Administrative Legal Support Fee (per Hour)	\$85/HR		
				SHEET #1

Assessment Center Cost Breakdown-Prof Fees/Estimated Assessor Costs				
RANK		COST PER RANK	COST PER RANK	COST PER RANK
		1-15 Employees	16-35 Employees	36+ Employees
3.1	Fire Division Chief			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
	TOTAL	\$24,458.00	\$31,000.00	\$40,452.00
3.2	Fire Battalion Chief			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
	TOTAL	\$24,458.00	\$31,000.00	\$40,452.00
3.3	Fire Captain			
	Professional Fees	\$10,250.00	\$18,250.00	\$22,250.00
	Estimated Assessor Costs	\$14,208.00	\$12,750.00	\$14,208.00
		\$24,458.00	\$31,000.00	\$40,452.00

NOTE OF EXPLANATION: Per the earlier "Rate Sheet Explanatory Remarks" this Sheet #2 is for explanatory purposes only and is NOT intended to be a separate proposal on pricing. Its purpose is to inform as to our separation of two distinct considerations that entered into our final proposed single fixed fee pricing; namely, (1) professional fees, and (2) assessor costs apparently required to be included in the single fixed price per the directive contained in A.17 to the official Q&A's made a part of the RFP. This Sheet #2 is included to permit a more informed evaluation of our pricing should other proposers elect to format their responses in some other form.

CITY OF AUSTIN PURCHASING OFFICE
AUSTIN FIRE DEPARTMENT PROMOTIONAL EXAMINATION SERVICES
SECTION 0610 - RATE SHEET
SOLICITATION NUMBER RFP 5800 EAD3000

Section 1 - Job Analysis Costs				
RANK		COST PER RANK		
1.1	Fire Division Chief	\$7,250.00		
1.2	Fire Battalion Chief	\$7,250.00		
1.3	Fire Captain	\$7,250.00		
1.4	Fire Lieutenant	\$7,250.00		
1.5	Fire Specialist	\$7,250.00		
Section 2 - Written Multiple-Choice Promotional Examination Costs				
RANK		COST PER RANK		
2.1	Fire Division Chief	\$8,250.00		
2.2	Fire Battalion Chief	\$8,250.00		
2.3	Fire Captain	\$8,250.00		
2.4	Fire Lieutenant	\$8,250.00		
2.5	Fire Specialist	\$8,250.00		
Section 3 - Assessment Center Costs				
RANK		COST PER RANK 1-15 Employees	COST PER RANK 16-35 Employees	COST PER RANK 36+ Employees
3.1	Fire Division Chief	\$22,926.00	\$30,000.00	\$38,808.00
3.2	Fire Battalion Chief	\$22,926.00	\$30,000.00	\$38,808.00
3.3	Fire Captain	\$22,926.00	\$30,000.00	\$38,808.00
Section 4 - For Informational Purposes Only				
4.1	Fire Lieutenant for 36+ Employees	\$39,000.00		
4.2	Expert Legal Support Fee (per Hour)	\$275.00/HR		
4.3	Administrative Legal Support Fee (per Hour)	\$85/HR		
NOTE: This pricing matrix is for the alternate proposal of scoring at our national scoring center in Memphis, TN.				

SECTION III

Proposal Acceptance Period

Our proposal for professional services is valid for One Hundred Eighty (180) calendar days subsequent to the RFP closing date (June 26, 2018).

Proprietary and Confidential Information

Morris & McDaniel acknowledges that all materials submitted to the City become public property and are subject to the Texas Open Records Act. We have identified each individual page which we consider proprietary and confidential information as required by the RFP.

Proposal Preparation Costs

Morris & McDaniel takes sole responsibility for any costs related to the response of RFP 5800 EAD3000.

Compliance

Morris & McDaniel agrees to compliance with terms of this RFP and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise (“SDVBE”)

Morris & McDaniel is not a Service-Disabled Veteran Enterprise.



APPENDIX A

**Release by the City of New York
Stating Morris & McDaniel as Only
Consultant that Assists in All Their Testing,
Including New York PD**



APPENDIX B

Morris & McDaniel, Inc. Professional Staff Resumes



DAVID M. MORRIS, PH.D., J.D., FACFE, DABFE
President

Morris & McDaniel, Inc.
Management Consultants
117 South Saint Asaph Street
Alexandria, VA 22314
Tel: (703) 836-3600
Fax: (703) 836-4280
E-Mail: contact@morrisandmcdaniel.com

Employment Experience:

1976 to present	Founded Morris & McDaniel, Inc. and served as Vice President until 1988; 1988 to present, served as President.
1978	Adjunct Faculty, University of Southern Mississippi
1976	Associate for Bayley Associates, Jackson, Mississippi, Industrial/Organizational Management Firm.
1973	Adjunct Faculty, Delgado College, New Orleans, Louisiana
1970 to 1972	Adjunct Faculty, Troy State University, Alabama
1970 to 1972	Research for the U.S. Army
1967 to 1969	Teaching Assistantship, Mississippi State University, Psychology Department

Consulting Experience:

Developed and conducted job-related entry-level police officer screening and vetting procedures for the South Sudan National Police Service (SSNPS), South Sudan.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Police Lieutenant, and Police Sergeant for the City of Houston Police Department, Houston, Texas.

Developed and conducted entry-level and promotional examinations and assessment centers for the ranks of Fire Captain, Battalion Fire Chief, Deputy Fire Chief and Entry-Level Firefighters for the Kansas City Fire Department, Kansas City, Missouri.

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant for the Jefferson County Parish Sheriff's Office, Harvey, Louisiana.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Marshal, Battalion Chief, Captain, Fire Lieutenant and Engineer (Driver) for the Orange County Fire Rescue Department, Orlando, Florida.



Developed and conducted promotional examinations and assessment centers for the ranks of Police Commander, Police Lieutenant and Police Sergeant for the City of Austin Police Department, Austin, Texas.

Development, implementation and translation of a screening test for potential candidates for the Iraqi Police Service (IPS), Baghdad, Iraq.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire District Chief, Fire Lieutenant, and Entry-Level Firefighter for the Brevard County Fire Rescue, Rockledge, Florida.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Captain, Lieutenant, Sergeant and EMS Battalion Supervisor/Captain for the District of Columbia Fire and EMS Department, Washington, D.C.

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant and Entry-Level for the Palm Beach County Sheriff's Office, W. Palm Beach, Florida.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Lieutenant, Police Sergeant and Master Police Officer (MPO) for the Newport News Police Department, Newport News, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the City of Richmond Police Department, Richmond, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Battalion Chief, Fire Captain, Fire Lieutenant and Entry-Level Firefighter for the New Haven Fire Department, New Haven, Connecticut.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the Chesapeake Police Department and for the ranks of Battalion Chief, Captain and Lieutenant for the Chesapeake Fire Department, Chesapeake, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Assistant Chief, Deputy Chief and Driver for the Hartford Fire Department, Hartford, Connecticut.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Corporal, Sergeant, Lieutenant, and Captain for Norfolk Police Department and the ranks of Fire Captain and Battalion Fire Chief for Norfolk Fire Department for the City of Norfolk, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Driver, Fire Lieutenant, Battalion Fire Chief, Air Crash Chief and Division Chief for Memphis Fire Suppression for the City of Memphis, Tennessee.



Developed and conducted entry-level and promotional examinations and assessment centers for the ranks of Commander, Lieutenant and Sergeant for the Colorado Springs Police Department, Colorado Springs, Colorado.

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement Sergeant, Lieutenant, and Captain for the University of Texas at Houston Police Department (MD Anderson Cancer Hospital), Houston, Texas.

Developed and conducted promotional examinations and assessment centers for the ranks of Lieutenant and Sergeant for the Tucson Police Department, Tucson, Arizona.

Development of entry-level law enforcement and correctional examination for jurisdictions throughout the State of Florida.

Developed entry-level entrance examination process for Entry-Level Police Officer for the City of Philadelphia Police Department, Philadelphia, Pennsylvania.

Developed and conducted entry-level and promotional testing for police jurisdictions throughout the State of Georgia.

Developed and conducted promotional examination and assessment centers for Sergeant and Lieutenant for City of Boston, Massachusetts.

Developed written tests and promotional process for Detective for Boston Police Department, Boston, Massachusetts.

Developed and conducted pre-test training, written tests, and assessment centers for Police Corporal, Sergeant, Lieutenant, Fire Lieutenant, Station Commander, and Shift Commander for Arlington County, Virginia.

Developed job-related Entry-Level Police and Fire examinations for Kenner Police and Fire Departments, Kenner, Louisiana.

Developed and conducted promotional tests for Fire Ranks of Lieutenant, Captain, Battalion Chief, and Assistant Chief for Cleveland Fire Department, Cleveland, Ohio.

Consultant to Port of New Orleans for test development/selection and validation.

Consultant to Amtrak for promotional tests, assessment centers, and performance appraisal systems.

Consultant to Jefferson Parish, Louisiana, for developing a valid and defensible performance appraisal system.

Consultant to Mitchell Engineering for review of selection procedures and applicant flow in anticipation for legal defense work.

Consultant to Southern Scrap for conducting legally defensible personnel selection.

Consultant to the U.S. National Park Service on selection and organizational issues.



Consultant to the State of Wyoming for developing the State's Performance Appraisal System.

Consultant to Johnston-Tombigbee Furniture Co. for review of selection procedures, various personnel aspects, and adverse impact analysis in anticipation of legal defense.

Conducted annual Mississippi Banking Association survey (1986, 1987, 1988) of bank salaries and fringe benefits.

Consultant to State Air and Water Pollution Control Commission (job analysis and job evaluation).

Consultant to Mississippi Department of Public Welfare for the development of a legally defensible training program with valid achievement tests.

Consultant to Seminole Manufacturing for review of recruiting procedures, selection procedures, promotional procedures, and adverse impact analysis in anticipation of legal defense.

Developed promotional examinations for the U.S. Capitol Police.

Conducted comprehensive multi-purpose job analysis for two federal government job series for subcontractor to Human Technology, Inc., for the Office of Personnel Management and Bureau of Labor Statistics.

Conducted job evaluation of 40 jobs and organizational restructuring for Mississippi State Tax Commission.

Conducted job evaluation of selected jobs in the Motor Vehicle Comptroller's Office for Mississippi State Personnel Board.

Conducted three job evaluation projects for: Engineers and Technical Jobs in the State Highway Department, Environmental Engineers in the Pollution Control Bureau, and Industrial Representatives in the Department of Economic Development for Mississippi State Highway Department and Mississippi State Personnel Board.

Conducted comprehensive job analysis and developed selection procedure development for 340 State Jobs for Mississippi State Personnel Board.

Conducted selection and placement of Power Company Managers and Supervisors for Louisiana Power & Light Company, and Mississippi Power & Light Company.

Conducted screening of security personnel for nuclear power industry for Capital Security Services.

Served as the testing expert of record for two power companies as prime contractors for the Nuclear Regulatory Commission.

Developed selection procedure using a written knowledge test and an assessment center for a management position for Mississippi Employment Security Commission.



Developed selection and promotion examinations for three grain operator jobs for Continental Grain Co., New Orleans, Louisiana.

Developed entry-level selection procedure for Medicaid Specialist for Mississippi Medicaid Commission, Jackson, Mississippi.

Conducted cross-national selection testing research project of business companies concerning the use of formal selection tests in the recruitment and selection process for higher status jobs in England, France, and Holland. European Common Market Congress, Europe.

Conducted pre-test training, written examinations and oral boards for Police Sergeants and Lieutenants for Metropolitan Area Transit Authority, Washington, D.C.

Developed and implemented assessment centers for Sergeants, Lieutenants, and Captain and Fire Lieutenants, and District Chief for Police and Fire Department, Corpus Christi, Texas.

Developed and implemented police tests and assessment centers for Corporal, Sergeant, First Sergeant, First Lieutenant, Second Lieutenant, and Captains, for Maryland State Police, Pikesville, Maryland.

Developed and implemented police written tests and assessment centers for Sergeants, Lieutenants, and Captains for Consolidated Office of the Sheriff of the City of Jacksonville, Florida.

Developed job-related Entry-Level Police examinations for Harbor Police of the Port of New Orleans, Louisiana.

Developed job-related Entry-Level Police examination for Orleans Levee Board, New Orleans, Louisiana.

Developed assessment center for Police Sergeant for Rockville City Police Department, Rockville, Maryland.

Developed written examination for Police Detective, Sergeant, Lieutenant and Captains for United States Capitol Police, Washington, D.C.

Conducted individual assessment of Police Candidates for Kenner Police Department, Kenner, Louisiana.

Conducted individual assessment of Police Candidates for St. John the Baptist Parish Police Department.

Conducted individual assessment of Police Candidates for Orleans Levee Board Police Department.

Conducted individual assessment of Police Candidates for Harahan Police Department, Louisiana.

Conducted individual assessment of Police Candidates for Port of New Orleans Police Department, New Orleans, Louisiana.



Developed Entry-Level Firefighter examinations for international market for International Personnel Management Association, Alexandria, Virginia.

Developed and implemented performance appraisal system for Mississippi State Personnel Board.

Developed performance-based merit pay system for state agencies for Mississippi State Personnel Board.

Developed and conducted "Train the Trainers" Program and self-study text on performance standards for Department of the Army, Forces Command Division.

Conducted management assessment for Chief Executive Officer for several private companies. Electric Company, National Association.

Developed and implemented organizational assessment and feedback questionnaire for Bank of Mississippi.

Conducted organizational development for branch office of national accounting firm, Touche Ross.

Conducted organizational development for a food-processing plant for B.C. Rogers Company.

Conducted management training for State Government Managers for Mississippi State Personnel Board.

Developed and conducted job knowledge and skills training program for Welfare Workers for Mississippi State Department of Public Welfare.

Developed pre-employment selection and training program for Welfare Workers for Mississippi State Department of Public Welfare.

Conducted behavioral reliability training for Waterford 3 Nuclear Power Plant, Louisiana Power & Light Company.

Developed and conducted Psychiatric Aide Skills Training Program for Department of Labor, Jobs Training Partnership Act, Nashville, Tennessee.

Developed and conducted customized Food Service Worker Skills Training Program for Department of Labor, Jobs Training Partnership Act, Gulf Coast Business Services Corporation, Gulfport, Mississippi.

Conducted youth entrepreneur summer program for Department of Labor, Jobs Training Partnership Act, Gulf Coast Business Services Corporation, Gulfport, Mississippi.

Evaluation of Pilot Training Programs. Mid Wales Development Board, Great Britain.

Supervised research project regarding equal opportunities in training for Manpower Services Commission, England.



Supervised personal effectiveness and self-development course for Export Credit Guarantee Department, British Civil Service, England.

Developed written tests and assessment centers for Captain for Prince William Fire Department, Prince William, Virginia.

Developed written tests and assessment centers for Fire Lieutenant for Prince William Fire Department, Prince William, Virginia.

Publications:

Morris, D.M., and Thornton, G., The Application of Assessment Center Technology to the Evaluation of Personnel Records, Public Personnel Management, Volume 30 No. 1, Spring 2001.

Morris, D.M., and Pittman, S., Amtrak Police Department, Final Report, Development of the Promotional Procedures for the Position of Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., and Pittman, S., Amtrak Police Department, Final Report, Development of the Promotional Procedures for the Position of Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., and Pittman, S., Alexandria Fire Department, Final Report, Development of the Promotional Procedures for the Position of Emergency Rescue Technician III. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Alexandria Fire Department, Final Report, Development of the Promotional Process for the Positions of Lieutenant and Captain. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Supervisor. Washington, D.C.: Morris & McDaniel, Inc., 1984.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Station Commander. Washington, D.C.: Morris & McDaniel, Inc., 1984.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Supervisor. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Shift Commander. Washington, D.C.: Morris & McDaniel, Inc., 1985.



Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Fire Station Commander. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Corporal. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., City of Cleveland Fire Department, Final Report, Development of Promotional Procedures, Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., International Personnel Management Association, Final Report, Development and Validation of IPMA Entry-Level Firefighter Examinations. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Maryland State Police, Final Report, Development of the Promotional Procedures for Five Ranks. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Prince William County Department of Fire and Rescue, Final Report, Development of the Promotional Process for Fire Captain. Washington, D.C.: Morris & McDaniel, Inc.

Morris, D.M., and Pittman, S., Prince William County Department of Fire and Rescue, Job Analysis Report for Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Rockville City Police Department, Final Report, Development of the Promotional Process for the Position of Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1987.

Morris, D.M., and Pittman, S., Rockville City Police Department, Final Report, Development of the Promotional Process for Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Detective. Washington, D.C.: Morris & McDaniel, Inc., 1988.



Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Captain. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., Jackson Fire Department, Final Report, Development of a Content Valid Promotional Exam for Fire Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., Boston Police Department, Final Report, Development and Validation of the Promotional Process for Police Sergeant and Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1987.

Morris, D.M., Boston Police Department, Final Report, Development and Validation of the Promotional Process for Police Detective. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., Washington Area Metro Authority Transportation Authority, Job Analysis Report for Police Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Washington Area Metro Authority Transportation Authority, Job Analysis Report for Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M. and Meyers R.W., Developing a Valid and Credible Promotion Process. Washington, D.C.: Morris & McDaniel, Inc. 2016. The publication can be found in Appendix F of this proposal.

Books:

EEO Law and Personnel Practices, Arthur Gutman; David M. Morris, Author of Forward; Tara S. Mead, Sage Production Editor, 1993

Tests Published:

The Multiple-Choice Management In-Basket Exercise. Morris & McDaniel, Inc.: Washington, D.C., 1990.

National Police Entry-Level Examination. Morris & McDaniel, Inc.: Washington, D.C., 1990.

National Firefighter Examination. Morris & McDaniel, Inc.: Washington, D.C., 1989.

IPMA Entry-Level Firefighter Test. International Personnel Management Association: Alexandria, Virginia, 1987.

Presentations Made:

How Data can Improve Selection, Due Diligence, and Promotions - The Newest Personnel Science Rebuilding the Future Police. Invited Speaker by the Pearls of Policing Conference 2014, co-hosted by the Federal Bureau of Investigation, San Francisco, California, 2014.

Strengthening your Selection and Promotion will Strengthen your Police. Invited Speaker by the Nepal Police Command Staff, Kathmandu, Nepal, 2014.



For a More Stable and Secure Country, Improved Police Screening is a Must. Invited Speaker by the 17th Asia-Pacific Chapter FBINAA Retraining Conference, Kathmandu, Nepal, 2014.

Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security. Invited to speak at the meeting of the Executive Committee of the Indonesian Police, Jakarta, Indonesia, 2013.

Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security. Invited Speaker by the Inspector General of the Uganda Police Force, the Republic of Uganda, 2013.

Meeting the Challenge of Legally Defensible Selections and Promotions Which Yield Diversity. Invited Speaker by The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), Winston-Salem, North Carolina, 2013.

Recruitment and Due Diligence: Reshaping Police Human Resources. Invited Speaker by the International Criminal Police Organization's (Interpol) 82nd General Assembly, Cartagena de Indias, Colombia, 2013.

Meeting the Challenge of Legally Defensible Selections and Promotions Which Yield Diversity. Invited Speaker by the FBI NAA Annual Training Conference, Orlando, Florida, 2013.

Lessons Learned in War: Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security Against Counter Terrorism. Invited Speaker by the 16th Asia Pacific Chapter FBI NAA, Bangkok, Thailand, 2013.

Solving the Diversity Problem in Promotional and Entry-Level Selections and Involving Stakeholders. Invited Speaker by the Fire Rescue International (FRI), Chicago, Illinois, 2010.

How to Conduct Promotional and Entry-Level Selections while Involving Stakeholders. Invited Speaker by the Fire Metro Chiefs 2010 Expo, Memphis, Tennessee, 2010.

Important Considerations for Conducting In-House Assessments for Selections and Promotions. Invited Speaker by the Massachusetts Municipal Personnel Association representing the International Public Management Association for Human Resources (IPMA-HR), Boxborough, Massachusetts, 2009.

Using Modern Assessment Techniques to Rebuild the Security Forces in War-Torn Iraq. Invited Speaker by the American Psychological Association, San Francisco, California, 2007.

Using Cross-Cultural Tests to Help Rebuild Iraqi Security Forces - Implications for Global HR Manager. Invited Speaker by the International Public Management Association for Human Resources, St. Louis, Missouri, 2007.



Using Cross-Cultural Tests to Help Rebuild Iraqi Security Forces - Implications for Global HR Manager. Invited Speaker by the Association of Test Publishers, Palm Springs, California, 2007.

Using Modern Assessment Techniques to Rebuild the Security Forces in War-Torn Iraq - Implications for Global HR Manager. Invited Speaker by the 33rd International Congress on Assessment Center Methods, London, England, 2006.

Selecting the Best: The Latest in State-Of-The Art Personnel Selection. Invited Speaker/Workshop by SHRM, Jackson, MS 2006.

Establishing the New Entry Level Police Screening Test for the Nation of Iraq. Invited Speaker by the Personnel Testing Council/Metro Washington, November PTC/MW Luncheon, Washington, D.C., 2004.

The Reconstruction of Iraq. Invited Speaker by the American National Standards Institute, ANSI Personnel Certification Summit, Washington, D.C., 2004.

Applicant and Employee Testing and Evaluation in Today's Legal Environment. Invited Speaker by the SMU Dedman School of Law, Labor and Employment Law Seminar, Hot Springs, Virginia, 2003.

Legal Issues in Assessment Centers and Other Performance-Based Assessments. Invited Speaker by the Grand Lodge Fraternal Order of Police, Phoenix, Arizona, 2001.

Occupational Assessment of Personality in Non-Pathological Populations and Assessment Issues, Techniques and Challenges in Occupational Evaluations. Invited Speaker by the Department of Psychology, Massachusetts Mental Health Center of Harvard Medical School, 2001.

Legal Implications of Some Selective Industrial/Organizational Psychology Practices. Invited Speaker at the Georgia Association of Psychology, Atlanta, Georgia, 2000.

Multiple-Choice In-Baskets for Management Assessment. Invited speaker at the International Congress on Assessment Centers, Orlando, Florida, 1999.

Effective Applicant and Employee Evaluation and Testing. Jackson, Mississippi, 1998.

Series of Personnel Seminars, 1986. Morris & McDaniel, Ltd., in conjunction with Morris & McDaniel, Inc., conducted a series of seminars on the following issues: "The Uses and Abuses of Selection Tests"; "Recent Developments in Assessment Centers"; and "Issues of Validity in Selection Testing." London, England.

Multiple-Choice In-Baskets for Management Assessment. Invited speaker at the International Congress on Assessment Centers, Toronto, Canada, 1991.

Legal Issues in the Selection Process. The International Association of Chiefs of Police, September, 1990.

The New Legal Issues: Employment Testing and Assessment. American Management Association in San Francisco, California, April 1990.



Testing Economy and Usefulness. General Electric In-House Conference for Human Resource Managers, Charlotte, North Carolina, 1990.

Legal Issues in Testing and Assessment. The InSci User's Conference, Atlanta, Georgia, October, 1990.

Using Assessment Centers as a Management Skills Audit. Invited speaker at the October International Training and Development Conference of the Management Centre Europe, in Brussels, Belgium, October, 1987.

Building Legal Defensibility into Selection Programs. American Psychological Association, Division for Industrial/Organizational Psychology, Continuing Education Program, August, 1986.

EEO Guidelines and Psychological Testing. Louisiana Psychological Association Meeting.

The Role of a Consultant. Southeastern Conference for State Personnel Directors.

Getting the EEO Lightning Rods Out of Your Personnel Practices. Mississippi Association of City Clerks, Tax Assessors, and Collectors.

Tests Can Save You Millions of Dollars in Production. American Society of Public Administrators.

The Gathering of Storm Clouds in the Weber Decision. International Association of Personnel in Employment Security.

Personnel Law After Bakke. American Society of Public Administrators, annual meeting, 1978.

Psychologists in the Courtroom. The Louisiana Psychological Association convention, one-day workshop.

An analysis of the U.S. Supreme Court Decision on Bakke. International Association of Personnel in Employment Security, annual meeting, 1978.

Legal Experience: Case Preparation, Testimony

Technical assistance to Emory A. Plitt, Maryland Attorney General's Office, for negotiations involving the Black Trooper's Association.

Consultant to Threadgill and Smith, Attorneys at Law, for reviewing adverse impact analysis, promotional procedures, and selection procedures in anticipation of litigation.

Consultant to Sidney A. Bache, Attorney at Law, giving expert witness testimony in Federal Court regarding promotional and testing procedures.



Consultant to Rhonda Lustman, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on women.

Consultant to Dale Wilkes, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on Hispanics.

Consultant to Mississippi Attorney General's office for Title VII Lawsuit defense, assistance with data analysis, applicant flow analysis, test validation and expert witness testimony.

Technical assistance to Mitchell Engineering for review of selection procedures and applicant flow in anticipation of legal defense work.

Technical assistance to Seminole Manufacturing Company for review of recruiting procedures, selection procedures, promotional procedures, and adverse impact analysis in anticipation of legal defense.

Technical assistance to Threadgill and Smith, Attorneys at Law, for reviewing adverse impact analysis, promotional procedures, and selection procedures in anticipation of litigation.

Technical assistance to Sidney A. Bache, Attorney at Law, giving expert witness testimony in Federal Court regarding promotional and testing procedures.

Technical assistance to Rhonda Lustman, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on Hispanics.

Technical assistance to Johnston-Tombigbee Furniture Company for review of selection procedures, and various personnel practices, and adverse impact analysis in anticipation of legal defense.

Technical assistance to Attorneys for Arlington County, Virginia, in the defense of selection procedures.

Technical assistance to Attorneys for the Mississippi State Personnel Board for the defense of minimum qualifications.

Technical assistance to Attorneys for the City of Jacksonville, Florida, for defense of selection procedures.

Technical assistance to Attorneys and Management for the U.S. Park Service regarding the development of legally defensible selection systems.

Technical assistance to Attorneys for the City of Cleveland, Ohio, for presentation of validity evidence on personnel selection.

Technical assistance to Attorneys for the City of Rockville, Maryland, for defense of selection procedures.



The following are case citations and attorneys for use in the evaluation of legal support services provided by David Morris:

William Howe, et al. v. City of Akron, United States District Court for the Northern District of Ohio, Eastern Division, Case No. 5:06-CV-2779

Attorney: Aretta K. Bernard, Roetzel & Andress
(330) 849.6630
Patricia Ambrose, Assistant Director of Law and Interim Personnel
Director, City of Akron, Ohio
(330) 375-2030

Dwight Bazile, et. al. v. City of Houston, Texas, United States District Court Southern District of Texas, Houston Division, Case No. 4:08-cv-02404

Attorney: Lowell F. Denton, Denton Navarro Rocha & Bernal, P.C.
(210) 227-3243

United States v. City of Garland, Texas, United States District Court for the Northern District of Texas, Dallas, Division, Case No. 3:98CV-0307-L.

Attorney: Lisa Von Eschen, Latham & Watkins
(213) 891-7502

Barbara Arrington, et. al., v. Southern Pine Electric Power Association, Circuit Court of Smith County, Mississippi, Case No. 99-0002.

Attorney: Monte Barton, Copeland, Cook, Taylor & Bush
(601) 856-7200

Willie Morrow, et al. vs. Jim Ingram, Commissioner of Public Safety of Mississippi, et al., Civil Action Number 4716 (G)

Attorney: James W. Younger, Jr., Mississippi Department of Public Safety
(601) 987-1212

U.S.A. v. Jefferson County, Civil Action No.: CV-75-S-0666-S

Attorney: Anne R. Yuengert, Bradley, Arant, Rose & White LLP
(205) 521-8000

Deambra Brown, et. al. v. Kellogg Company, Kellogg USA, Inc., Case No. 8:98CV-383

Attorney: Bill Muth, Berens & Tate, P.C.
Christopher E. Hoyme, Berens & Tate
(402) 391-1991

Mulderig v. City of Philadelphia, CP, Civil Trial Division, No. 546.

Attorney: John C. Straub, former Chief Deputy City Solicitor
(215) 684-6176

Sara Beard v. The Mississippi State Department of Education, et. al., Civil Action No: 3:94CV542BN

Attorney: Armin J. Moeller, Jr.
(601) 965-8156

United States of America et al., v. City of Montgomery, et al., Civil Action No. 3839-N:



Attorney: Thomas M. Goggans, Montgomery, Alabama
(334) 834-2511

Denise Chapman, Kenneth Donnell, Joseph Langston, Frederick Moore, Larry Robinson v. Brinker International Inc. d/b/a Chilli's Grill and Bar, and Grady's Inc., d/b/a Grady's American Grill, U.S. District Court, Southern District of Mississippi, Jackson Division, Case No. 3:95CV628LN.

Attorney: James D. Bell, Bell & Associates
(601) 898-1111

Cecil Hankins v. City of Philadelphia, U.S. District Court for the Eastern District of Pennsylvania.

Attorney: Howard Lebofsky, Deputy City Solicitor
(215) 685-5123

William P. Hammons, et al., v. Oscar Adams, et al.

Attorney: Louis L. Robein, Jr., Gardner, Robein, & Healey, New Orleans, Louisiana
(504) 885-9994 Analyzed applicant flow.

Massachusetts Association of Minority Law Enforcement Officers (MAMLEO) v. Boston Police Department, U.S. District Court; Docket No. 78-529-S. Court Presentation before Judge Walter Jay Skinner regarding Test Issues.

Attorney: John Albano,
(617) 951-8360

Larry Williams, et al. v. City of New Orleans, et al. Eastern District of Louisiana, No. 73-629, Section "G." Served as expert for four different interveners who were objecting to the Consent Decree for the New Orleans Police Department.

Attorneys: Sidney Bache, Rhonda Lustman, Lynn Wasserman, and Dale Wilkes
(504) 888-3700

Clinton W. Hammock, et al. v. City of Auburn, et al., U.S. District Court for the Middle District of Alabama, Eastern Division, Civil Action 87-V-680-E.

Attorney: Dudley Perry, Perry & Russell, Montgomery, Alabama
(334) 262-7763

Carolyn Jordan, et al. v. John Wilson, et al. U.S. District Court, Middle District of Alabama, Civil Action No. 75-19-N.

Attorney: Thomas M. Goggans, Montgomery, Alabama
(334) 834-2511

Thomas J. Wise v. Arlington County, Virginia, U.S. District Court, Civil Action 85-256-A.

Alice Anselmo v. Mayor and City Council of Rockville, Maryland, et al., U.S. District Court, Maryland District, Civil Action No. JFM-87-2311.

Attorney: Judith Catterton, City Attorney's Office
(301) 294-0460



Paul Carr et al. v. Massachusetts Department of Personnel Administration, Case Nos. G-461, 462, 463, 464, and 465. Before the Commonwealth of Massachusetts Civil Service Commission.

Attorney: Harold L. Lichten, Angoff, Goldman, Manning, Pyle, Wangner & Hiatt
(617) 723-5500

Administrative Hearing before the Akron Civil Service Commission, Re: Appeal for Tom Kelly and Jack Porter.

Attorney: Patricia Ambrose Rubright, Assistant Director of Law, Department of Law, City of Akron, Ohio
(216) 375-2030

Captain Alex Torres, et al v. City of San Antonio Police Department, et al, U.S. District Court Western District of Texas, San Antonio Division, No. SA-94-CA-242.

Attorney: Reuben Campos, Figueroa, Barrera & Harvey, P.C.
(210) 227-3700

Emma Ruth Davis, Ollie Mae Hood, and Martha Ann Hood v. Lamar Manufacturing Company, Inc., District Court for the Northern District, Alabama, No. CV-80-HM-1215-J.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi
(662) 244-8824

Norma J. Mustin, for Herself and All Others Similarly Situated v. Four County Electric Power Association. Northern District of Mississippi, Eastern Division No. EC 81-280-W-P.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi
(662) 244-8824

Mississippi Council on Human Relations, Barbara Phillips, Cornell Green Rice, Patricia A. Catchings and Jim Davis Hull v. State of Mississippi Department of Justice of the State of Mississippi, A. F. Summer, Individually and in His Official Capacity as Attorney General of the State of Mississippi, U.S. District Court, Southern District, No. J-76-118-R.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

Robert Parks, et al. v. Johnston-Tombigbee Furniture Manufacturing Company, U.S. District Court, Northern District, Mississippi, No. EC 78-174-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi
(662) 244-8824

Grace Ann Ervin and Olive Stewart v. Johnston-Tombigbee Furniture Manufacturing Company, U.S. District Court, Northern District, Mississippi, No. EC 78-216-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi
(662) 244-8824



Joe Durrah v. CECO Corporation D/B/A Mitchell Engineering Company, U.S. District Court, Northern District, Mississippi, No. EC 78-206-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi
(662) 244-8824

United States v. City of Jackson, Mississippi, No. J74-66(N).

Attorney: Tim Hancock, City Attorney's Office
(601) 960-1799

Wade v. Mississippi Cooperative Extension Service, et al. (Analyzed Data Relevant to Consent Decree for Defendant's Attorney). Northern District, Mississippi.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

United States v. Mississippi State Department of Public Welfare, et al. Dorothy Walles v. Mississippi State Department of Public Welfare, Northern District, Mississippi, No. GC 73-5-S.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

Morrow v. Dillard, 580 FED 2nd 1284. (Conducted Post-Trial Validation Studies).

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

Ernestine Forest v. Mississippi Game and Fish Commission. EEOC charge No. TJA 6-0802. Analyzed Applicant Flow and Minimum Qualifications.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

Wayne F. Latham, v. Mississippi State Tax Commission. Expert Witness in Federal Court, District Court for the Northern District of Mississippi, Greenville District No. GC82-132-WK-O. Provided expert testimony regarding minimum qualifications, i.e., age requirements.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

Bessie Thompson v. Mississippi State Personnel Board, et al., Northern District, Mississippi No. GC82-203-WK-O. Analysis of Applicant Flow Data in order to provide defense for minimum qualifications.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi
(601) 946-5566

New Orleans Fire Fighters Association Local 632, et al. v. City of New Orleans (1986 lay-offs within the New Orleans Fire Department using performance appraisals).

Attorney: Louis L. Robein, Jr.
(504) 885-9994

Robert G. Fowler v. McCrory Corporation, Southern District, Maryland No. JFM 87-1610. Analysis of selection procedures and performance appraisal system.

Attorney: Jean M. MacHarg, Patton, Boggs, and Blow



(202) 457-5235

Francine Green v. Fairfax County School Board, et al. District Court for the Eastern District of Virginia, Civil Action No. 93-104-A.

Attorney: Charlson & Bredenhof, Fairfax, Virginia
(703) 352-2340

David Anderson v. B.C. Rogers Poultry, Inc., Scott Circuit No. 10,390.

Attorney: Joe L. McCoy, McCoy, Wilkins, Stephens & Tipton, P.A.
(601) 366-4343

George Glover, Jr. and Loretta Glover v. Officer Charles Brenke, individually and in his capacity as an officer of the Lafayette Police Department, City of Lafayette Police Department and City of Lafayette, U.S. District Court, Western District of Louisiana, Lafayette-Opelousa Division. Civil Action CV 93-0510.

Attorney: Stephen Santillo, Glenn Armentor, Ltd.
(318) 233-1471

United Black Firefighters Association, et.al., v. City of Akron, et.al., United States District Court for the Northern District of Ohio, Eastern Division, Case No. 5:90CV-1678.

Attorney: Bonnie I. O'Neil, Thompson, Hine & Flory
(614) 469-3200

Caroline Burney v. Rhee Manufacturing Company, United States District Court for the Middle District of Alabama, Northern Division, Case No. CV97-D-1300-N.

Attorney: Henry C. Barnett, Jr., Capell, Howard, Knube & Cobbs
(334) 241-8059

ADA Assistance, Frank Cantrell, Attorney. (901) 754-8001

ADA Assistance, Mary Lawrence Gervin, Attorney. (601) 946-5566

Education:

Ph.D.	University of Southern Mississippi, 1975 Psychology, specialization in Industrial/Organizational Psychology
J.D.	Mississippi College School of Law, 1981 Attended the Hague Academy for International Law (Hague, the Netherlands), 1985, 1986, and 1987 sessions
M.S.	Mississippi State University, 1969 Psychology
B.S.	Millsaps College, 1967 Psychology

Scholarships/Honors:

2007	IPMA Assessment Council, Certificate of Merit for Work in Iraq
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1968-1969	Mississippi State University, Research Fellowship
1967-1968	Mississippi State University, Teaching Assistantship
1964-1966	Millsaps College, Football Scholarship
1963	Millsaps College, Scholastic Scholarship

Teaching Experience:

2001	Visiting Faculty at Harvard Medical School Contemporary Applications of Psychological Testing (April)
1978	Adjunct Faculty, University of Southern Mississippi
1973	Adjunct Faculty, Delgado College, New Orleans, Louisiana
1970-1972	Adjunct Faculty, Troy State University, Alabama
1969-1970	Teaching Assistantship, Mississippi State University, Psychology Department

Courses Taught (Graduate & Undergraduate):

Industrial/Organizational Psychology - University Southern Mississippi, 1978
 Educational Psychology - Troy State University
 Physiological Psychology - Troy State University
 Introduction to Psychology - Delgado College, Mississippi State University

Professional Memberships:

American Psychological Association, Division 14
 (Industrial/Organizational Psychology)
 American Psychological Society
 Association of Test Publishers
 Diplomat American Board of Forensic Examiners
 Mississippi Psychological Association
 Southeastern Psychological Association
 International Public Management Association (IPMA)
 Personnel Testing Council of Metropolitan Washington
 Mississippi State Bar Association
 Society for Human Resource Managers
 Society of Industrial and Organizational Psychology

Licensors:

Massachusetts State Psychology License - License number 7161
 Louisiana State Psychology License - License number 387
 Mississippi State Psychology License - License number 186-16
 Mississippi Bar Association License – License number 3480

Military:

Vietnam Era Veteran, U.S. Army
 Research for U.S. Army (1970-1972)



JOSEPH F. NASSAR
Vice-President
Project Coordinator

Education: 1976
Master of Public Administration, University of Mississippi.

1975
Bachelor of Science, Major: Criminal Justice, Delta State University.

Work Experience: January, 1977 to Present
Vice-President, Senior Staff Consultant, Morris & McDaniel, Inc.,
Management Consultants.

April, 1980 to June, 1983
Instructor in the Business Administration Department, Phillips College,
Jackson, Mississippi.

July, 1976 to September, 1976
Administrative Intern, Governor's Office of Human Resources, Jackson,
Mississippi.

Consulting Experience:

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant and Entry-Level Selection for the Palm Beach County Sheriff's Office, West Palm Beach, Florida.

Developed and conducted entry-level and promotional written examinations and assessment centers for the ranks of Fire Captain, Battalion Fire Chief, Deputy Fire Chief and Entry-Level Firefighters for the Kansas City Fire Department, Kansas City, Missouri.

Developed and conducted promotional written examinations and assessment centers for the ranks of Police Corporal, Sergeant, Lieutenant, and Captain for Norfolk Police Department and the ranks of Fire Captain and Battalion Fire Chief for Norfolk Fire Department for the City of Norfolk, Virginia.

Developed and conducted promotional written examinations and assessment centers for the fire suppression ranks of Fire Driver, Fire Lieutenant, Battalion Fire Chief, Air Crash Chief and Division Chief; for rank of Air Rescue Chief and EMS ranks of EMS Division Chief, EMS Battalion Chief, EMS Lieutenant; and for Fire Prevention ranks of Investigator, Inspector, Inspector Supervisor, Investigative Services Manager, and Fire Marshall, and for Fire Communication ranks of Watch Commander and Senior Fire Operator for Memphis Fire Department for the City of Memphis, Tennessee.



Develop and conducted promotional written examinations and assessment centers for the ranks of Lieutenant and Sergeant for the Tucson Police Department, Tucson, Arizona.

Development of entry-level law enforcement and correctional officer examination for law enforcement jurisdictions throughout the State of Florida.

Developed entry-level entrance examination process for Entry-Level Police Officer for the City of Philadelphia Police Department, Philadelphia, Pennsylvania.

Developed and conducted entry-level and promotional testing for law enforcement jurisdictions throughout the State of Georgia.

Developed and conducted promotional examination and assessment centers for Sergeant and Lieutenant for City of Boston, Massachusetts.

Developed written tests and promotional process for Detective for Boston Police Department, Boston, Massachusetts.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessment centers for Captain, Lieutenant, and Sergeant for Boston Police Department.

Conducted job analysis, developed written knowledge test for Detective for Boston Police Department.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessments for Captain, Lieutenant, and Sergeant for the Boston Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain, Lieutenant, and Sergeant for the Akron Civil Service Commission and Akron Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Fire Lieutenant, Captain, and Assistant Fire Chief for the Akron Civil Service Commission and Akron Fire Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain and Lieutenant for the San Antonio Police Department.

Conducted job analysis, developed written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective-Investigator and service based assessment exercises for the ranks of Captain and Lieutenant for the San Antonio Police Department.

Developed and implemented a statewide performance appraisal system for Mississippi State Personnel Board.

Developed performance-based merit pay system for state agencies for Mississippi State Personnel Board.



Developed and conducted promotional tests for Fire Ranks of Lieutenant, Captain, Battalion Chief, and Assistant Chief for Cleveland Fire Department, Cleveland, Ohio.

Developed and conducted assessment procedures for the ranks of Assistant Police Chief and Police Sergeant for the Little Rock Police Department

Conducted job analysis and developed written knowledge tests for the ranks of Police Lieutenant and Sergeant for the Harbor Police Department, Port of New Orleans.

Developed In-Basket exercise for the position of Administrative Assistant for Akron Civil Service Commission.

Developed Entry-Level Firefighter examinations for international market for International Personnel Management Association, Alexandria, Virginia.

Developed Written Tests and assessment centers for Captain and Lieutenant for Prince William Fire Department, Prince William, Virginia.

Developed and implemented assessment centers for the ranks of Sergeant, Lieutenant, and Captain for Consolidated Office of the Sheriff of the City of Jacksonville, Florida.

Developed assessment centers for the ranks of Corporal, Sergeant, First Sergeant, First Lieutenant, Second Lieutenant, and Captain for the Maryland State Police, Pikesville, Maryland.

Developed job-related aptitude Entry-Level Police examinations for Harbor Police for the Port of New Orleans, Louisiana.

Developed job-related aptitude Entry-Level Police examination for Orleans Levee Board, New Orleans, Louisiana.

Developed Entry-Level Written Test and oral examination for police recruits for the City of Laurel, Mississippi.

Developed and implemented performance appraisal system for statewide use for the Mississippi State Personnel Board.

Assisted in the organizational study for the Mississippi Department of Education.

Assisted in the organizational study for the Mississippi Department of Insurance.

Consultant to State Air and Water Pollution Control Commission (job analysis and job evaluations).

Conducted job evaluation of 40 jobs and organizational restructuring for Mississippi State Tax Commission.

Developed and conducted assessment process for the position of Detention Officer Supervisor and 911 Emergency Operations Supervisor for the Roswell, Georgia Police Department



Developed and conducted assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the Columbus, Georgia Police Department.

Developed and implemented organizational assessment and feedback questionnaire for Bank of Mississippi

Developed an assessment battery for the position of Bank Teller and Customer Service Representative for Deposit Guaranty National Bank.

Assisted the Mississippi Attorney General's Office for Title VII Lawsuit Defense Assistance with Data Analysis, applicant flow analysis, and test validation.

Assisted a National Engineering Firm for review of selection procedures and applicant flow in anticipation for legal defense work.

Consultant to Private Food Industry for personnel and management assessment.

Consultant to a Private Food Industry for identification of organization problems, staffing needs in supervisors, and employee turnover.

Scholastic

Honors:

1976 Pi Sigma Alpha (Political Science Honor Society).

1975 Who's Who in American Colleges and Universities.



ROGER MCMILLIN, J.D.
Vice-President of Operations
Project Controller

Education:

New Albany High School
Graduated 1963

Mississippi State University
Graduated 1967, BA with honors

University of Memphis Law School
Graduated 1972, JD

Military:

Attended Naval Officer Candidate School, Newport, RI, 1967
Commissioned as Ensign

Served as Division Officer, Naval Security Group,
Principal duty station, NavRadSta, Sabana Seca Puerto Rico

Completed active duty tour September 1969.

Employment History:

Regional Attorney's Office, U.S. Department of Agriculture 1972 to 1976

Associate in law firm of Scott, Barbour and Scott, Jackson, MS 1976

Private law practice in New Albany, MS 1977 to 1994, principally as Partner in firm of
Summers, Carter & McMillin

Served as City Attorney for City of New Albany 1982 to 1994

Elected to Miss. Court of Appeals November 1994 for term beginning January 1995

Served as Chief Judge of Court of Appeals from 1999 to 2004, retired from Court April
2004

General Counsel and Vice-President for Operations, Morris & McDaniel, Inc. May 1,
2004 to present.



LANA PRUDHOMME WHITLOW
Vice-President/Psychometrician
Senior Staff Consultant

Education:

2002-2004 – Doctorate of Philosophy in Psychology (Ph.D.)
Concentration: General Systems
Southern California University for Professional Studies
Santa Ana, California

1987-1989 – Master of Science (M.S.)
Major: Counseling Psychology
Concentration: Psychological Testing
University of Southern Mississippi
Hattiesburg, Mississippi

1983-1987 - Bachelor of Science (B.S.)
Major : Psychology
Minor: Sociology and Philosophy
Louisiana State University
Baton Rouge, Louisiana

Employment:

May 1990 to present

Morris & McDaniel, Inc.

Coordinates activities of the New Orleans office including all testing of private and public sector organizations. Director of Marketing for testing solutions for law enforcement. Responsibilities in New Orleans include psychological screening of police and fire applicants and data analysis, job analysis, job evaluation and organizational analysis.

October 1989 - Present

John Pleune, Ph.D., Clinical Psychologist

Private Practice - Part-time work with Dr. John Pleune as his testing assistant. Primary responsibilities; working with outpatient population in administering appropriate psychological tests and evaluating each client regarding the referral question. Consultant for NorthShore Psychiatric Hospital; interviewing inpatients and writing psychological evaluations regarding their treatment. These evaluations include a diagnosis of the presenting problem as well as treatment recommendations

September 1989 - February 1990

Ochsner Foundation Hospital

Department of Psychiatry - Psychometrician.

Primary responsibilities involved administration of psychological tests to inpatient and outpatient populations.

July 1989 - October 1989

NorthShore Psychiatric Hospital

Adolescent and Adult Units - Internship



Primary responsibilities involved conducting psychological testing and writing psychological evaluations for patients admitted to the Adolescent and Adult units. Consulted with and was supervised by John Pleune, Ph.D., and Glenda Clark, B.C.S.W. Co-leader for adult intimacy groups, involved in adolescent chemical dependency groups, and attended daily community meetings on these units.

August 1987 - May 1989.

Department of Counseling Psychology,
University of Southern Mississippi.

Primary responsibilities involved working under Dr. Daniel Randolph as his graduate assistant, teaching assistant and research assistant. These duties involved reference searches and library work, teaching assistance for mainly his undergraduate classes, as well as basic office responsibilities. Researching materials regarding Helping Professions and coordinated and presented lecture material for undergraduate classes.

January 1989 - May 1989

Department of Counseling Psychology,
University of Southern Mississippi.

Throughout this practicum responsibilities consisted of referrals from the courts or the office of Public Welfare; sexually abused children, adolescents with behavior or school problems, and adults with family and marital difficulties. Also responsible for intake evaluations and child sexual abuse evaluations in the counseling lab. The theoretical focus of this lab was mainly from an interpersonal perspective.

January 1989 - May 1989

Department of Counseling Psychology,
University of Southern Mississippi.

Responsibilities included co-leading a group of 12 counseling psychology graduate students to help them feel comfortable in disclosing feelings, dealing with problem areas in their personal lives, as well as teaching them how to be a group member.

August 1988 - December 1988

Department of Counseling Psychology,
University of Southern Mississippi.

Practicum responsibilities were to demonstrate competency in individual therapy, assessment and consultation. Clients consisted largely of students from the university population as well as non-students from the community.

Research Experience:

June 2004 – December 2004

Southern California University for Professional Studies

Doctoral dissertation study linking the independent relationship between a measurable work ethic dimension to law enforcement success within a police academy.

May 1988 - August 1988

University of Southern Mississippi.



Designed and implemented a project concerning the impact of an alcohol and drug abuse course, taught by Dr. John Alcorn, on drinking practices and attitudes about alcohol use and abuse among graduate psychology students. The study included a control and experimental group of student volunteers on the university campus. Pre-tests and post-tests, which were devised by the experimenter, were administered throughout the semester. Results have been used by the instructor to support the various intervention strategies.

January 1988 - May 1988

Forrest General Hospital

Testing children using various tests depending on the age of the child. The project was designed to investigate the effects of the birth of a second child into a family.



**JEFFREY S. RAIN, PH.D.
SENIOR STAFF CONSULTANT**

Education:

1991, Ph.D. Industrial/Organizational Psychology: Louisiana State University, Baton Rouge
 Minors: Experimental Statistics and Clinical Psychology

1987, M.A. Industrial/Organizational Psychology: Louisiana State University, Baton Rouge

1985, B.A. Psychology: The Citadel, Charleston, South Carolina

SELECTED CONSULTING PROJECTS

Selection Criteria Development and Validation Projects:

Implementation of promotional testing process (operations-based performance assessment) for county fire rescue agency (2 ranks). 2010.

Development and Implementation of promotional testing process (written knowledge exam and operations-based performance assessment) for county fire rescue agency (4 ranks). 2008-2009.

Development and Implementation of promotional testing process for city fire department (rank of Fire Engineer). 2008.

Test equating and content validation study of three alternate versions of an entry-level law enforcement exam and an entry-level corrections officer exam conducted for contractor to State Department of Law Enforcement testing program, 2007 to 2010.

Content validation study of physical ability exam for entry-level firefighter for city fire department. 2006-2007.

Criterion validation study of multiple-choice in-basket management exercise conducted for personnel testing firm. 2005 to present.

Employment evaluations for sworn and non-sworn positions for law enforcement agency. 1993 to 2008.

Test equating and criterion validation of three alternate versions of an entry-level law enforcement exam and an entry-level corrections officer exam conducted for contractor to State Department of Law Enforcement testing program, 2004.

Criterion validation study of Iraqi entry-level police officer exam conducted for contractor to Civilian Police Assistance Training Team (CPATT), Office of Security Transition, 2003-2006.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2004.



Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Lieutenant promotion for law enforcement agency. 2003.

Development and implementation of written knowledge exam and assessment center for Corrections Sergeant & Corrections Lieutenant promotion for law enforcement agency. 2002 to 2003.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Lieutenant for law enforcement agency. 2002 to 2003.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2001.

Development and implementation of assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2000 to 2001.

Development and implementation of assessment center for Corrections Sergeant & Corrections Lieutenant promotion for law enforcement agency. 1999 to 2000.

Management selection assessment for position of President of public relations firm. 1999.

Norming and Validation study of a four-test hospital selection battery for entry-level positions. 1998 to 1999.

Validation Study of test battery for maritime transport company entry-level positions. 1998 to 2000.

Validation Study of written skills test for police officer. 1998

Validation of two parallel forms of writing skills test for police officer. 1998-1999.

Review promotion decision criteria for state police organization. 1998.

Workforce forecast, recruitment, and selection program development for manufacturing company. 1997.

Test validation and fairness analyses conducted for technology/defense contractor. 1996-1997.

Compliance review and development of employee policy and procedures for high-tech manufacturer. 1997.

Panel Interview conducted for selection of Executive Director of non-profit agency. 1996.

Training on validation of selection procedures for an entertainment organization. 1995.

Validation and EEO review of selection criteria for a public utility. 1995.

Development and validation of written promotion examination for Police Sergeant law enforcement agency. 1994 to 1995.



EEO and Fairness analysis for entry level Fire Fighter examination for a city government. 1994.

Management selection assessment for position of President of public relations firm. 1993.

Testing and evaluation of job applicants for eight positions for a manufacturing company. 1992-1994.

Development and validation of a selection system for six production positions for manufacturing organization. 1992.

Review and analysis of the validity and legal defensibility of a selection system for a community college Police Academy. 1992.

Development and validation of a selection system for four entry-level positions for an electronics company. 1991-1992.

Litigation Consultations:

Expert Witness for Defense Attorney. Disparate impact case. Rainey, Kizer, Reviere & Bell. (Tennessee). 2006 to 2008.

Expert Witness for Plaintiff Attorney. Breach of contract. Gilpin & O-Keefe. (New Mexico). 2006.

Expert Witness for Defense Attorney. Disparate impact case. Berges et al. (Florida). 2000.

Consultation to Plaintiff Attorney. Disparate treatment case. Maxey, Wann, Begley & Fyke (Mississippi). 1999.

Consultation to Plaintiff Attorney. Disparate impact case. Maxey, Wann, Begley & Fyke (Mississippi). 1998 to 1999.

Professional Memberships:

American Evaluation Association (AEA)

American Psychological Association (APA).

International Personnel Management Association (IPMA-HR).

International Personnel Management Association Assessment Council (IPMA-AC).

Society for Human Resource Management (SHRM).

Society for Industrial and Organizational Psychology (SIOP).

Editorial Activities:

Publications Advisory Board Member, Public Personnel Management, 1996-2010

Reviewer, Society for Industrial and Organizational Psychology Annual Conference, 2004-2006

Reviewer, Human Relations, 2004-2005

Panel Reviewer, Drug-Free Communities Support Program, Juvenile Justice Resource Center (JJRC), FY2004



Panel Reviewer, U. S. Department of Justice, Drug-Free Communities Support Program,
Juvenile Justice Resource Center (JJRC), FY2002

Panel Reviewer, U. S. Department of Education, Safe Schools/Health Students Initiative,
Educational Resources (ESI), FY2001

Panel Reviewer, U. S. Department of Justice, Safe Schools/Health Students Initiative, Juvenile
Justice Resource Center (JJRC), FY2001



MARK MINCY
Senior Staff Consultant

Education:

1991 - 1995	University of Central Arkansas Conway, Arkansas	B.S. Psychology
1997 - 1999	University of Arkansas at Little Rock Little Rock, Arkansas	M.A. Industrial/Organizational Psychology
1999 - Present	University of Southern Mississippi Hattiesburg, Mississippi	PhD Industrial/Organizational Psychology – ABD

Professional Experience:

2002 - Present Morris & McDaniel, Inc.
Staff Consultant

- Developing training initiatives for training current Morris & McDaniel employees in areas of Job Analysis, Law, Validation Strategies, Stress Management, Time Management, Personal Styles, Motivation, Communication Skills, and other management-related topics.
- Developing and delivering training programs for both the public and private sectors.
- Conducting a variety of training programs for and consults with agencies and also the private sector on issues ranging from customer service to communication, coaching and counseling, conflict resolution, negotiation, leadership, individual employee development, team building, and succession planning.
- Consult with clients, instructional designers, and media designers to develop innovative learning strategies and blended learning solutions.
- Managing the analysis, instructional design, project management and content development process for the production of the Morris & McDaniel Job Analysis Certification Program.
- Designing and producing learning solutions that include elements of knowledge sharing and knowledge capture tools, coaching tips, expert interview vignettes, action plan creation tools, assessment instruments, role player simulations, integrated discussion groups, collaborative learning tools and extensive, rich media reference material.
- Managing project teams of subject matter experts, educators, graphic designers, software programmers, technical support staff and marketing product managers in the instructional design and development process: needs assessment, task



analysis, lesson design, course production, assessment and implementation of training programs.

Professional Affiliations:

American Society for Training and Development
International Society for Performance Improvement
American Psychological Association
Society for Human Resource Management
Society for Industrial and Organizational Psychology
Psi Chi - (National Honor Society in Psychology)
Deming Institute



JUDITH GEOFFRIAU THOMPSON
Senior Staff Consultant/Licensed Psychometrist

Education:

Masters of Education, May 2001
Psychometry
Mississippi College, Clinton, MS

Bachelor of Science, May 1998
Education
Emphasis: Diagnostic Reading and Fine Arts
Belhaven College, Jackson, MS

Professional Experience:

Morris & McDaniel, Inc., 2000 - Present

- Conducts and assists with psychological evaluations for Protective Service organizations, including security positions in major airport. This task includes the design and structure of the psychological interview, conducting the interview, and consulting with a licensed psychologist, and writing the evaluation.
- Designs and develops ADA compliant valid job descriptions for a State personnel system, including conducting content validation strategies for the job descriptions.
- Designs and conducts performance based and assessment exercises for leadership development and assessment for numerous public sector organizations.
- Designs, conducts, and assists with organizational studies, including leadership assessment, re-organizational studies for several state agencies, including a state department of education, a state department for public welfare, a state department for public service (public utilities) regulation, and a state department for insurance regulation.
- Directs, designs, and serves as editor-in-chief for publishing material for leadership development, career development , study aides, and study guides.
- Designs and conducts Job analysis studies for numerous public and private sector positions.
- Develops and administers performance based exercises including traditional assessment center exercises, situational judgment exercises, scenario exercises, and scenario based multiple choice questions for many public sector organizations.
- Writes test items and conduct item analysis on ability, and knowledge based achievement tests.
- Writes and edits technical reports.
- Conducts statistical analyses of data.
- Writes and manages grants.



Thompson Consulting, 2002 - Present

- Administers I.Q., diagnostic, and career tests
- Develops behavior plans and study skill/educational plans

Hinds Community College, 2003 - 2004

- Taught Human Growth & Development course
- Taught General Psychology course

Jackson Public Schools, 1998 - 2000

- Taught 2nd grade at Davis Magnet School
- Taught Honors English at Chastain Middle School

Scholarships and Honors:

Mississippi College

- Graduated Cum Laude, 2001

Belhaven College

- Presidential Academic Scholarship, 1993-1998
- Honors Seminar, 1993-1997
- National Dean's List

Professional Affiliations:

National Association of Psychometrists

Licensors:

Mississippi State Psychometry License - License number 162738



KIMBERLY N. ANDERSON
Senior Staff Consultant/Licensed Psychometrist

Education:

- 2005-2009** Masters of Science in Counseling Psychology with an emphasis in Psychometrics
- 1997-2000** B.A. in Journalism with emphasis in Public Relations;
Minors in English and Psychology; University of Southern Mississippi
- 1995-1997** A.A. in Liberal Arts; Jones County Junior College

Professional Experience:

2000 - Present **Morris & McDaniel**
Staff Consultant

- Served as Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Manages certification testing division
- Develops job analysis and written test review procedures
- Conducts job analyses and job observations
- Serves as liaison to departmental personnel for scheduling and coordination of meetings and assessments
- Facilitates technical conferences, written test review sessions, and exercise development and review meetings
- Develops and administers selection and promotional testing for fire service and departments as well as emergency medical services
- Writes technical reports
- Maintains effective public relations with state agencies and other public and private sector clients
- Assists in the coordination of Special Projects

Professional Affiliations:

Kappa Tau Alpha Journalism Honor Society
Public Relations Student Society of America
Gamma Beta Phi Honor Society
Golden Key Honor Society
Phi Theta Kappa Honor Society

Licensure:

Mississippi State Psychometry License - License number 207395



MOLLY C. MCDONALD
Staff Consultant

Education:

1999 - 2001	University of Southern Mississippi <i>B.A in Political Science, English minor</i>	Hattiesburg, MS
1997 - 1998	University of Alabama	Tuscaloosa, AL

Professional Experience:

2003 – Present **Morris & McDaniel**
Staff Consultant

- Served as Assistant Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Assists in the development and scoring of written knowledge-based and entry-level exams for government agencies and private sector organizations
- Participates in the development and administration of performance based assessments for police and fire departments
- Conducts job analyses through technical conferences
- Writes technical validation reports
- Maintains effective public relations with all Mississippi State agencies
- Writes and edits test items

Recognition and Honors:

University of Southern Mississippi

- National Dean's List
- Gamma Beta Phi Honor Society

University of Alabama

- National Dean's List
- Alpha Lambda Delta Honor Society



MAYRA M. PRADO
Staff Consultant

Education:

- 2012 - 2014** **Kansas State University** Manhattan, KS
M.S in Psychology, Industrial/Organizational Psychology
- 2005 - 2009** **Belhaven University** Jackson, MS
B.S in Accounting, Business minor

Professional History:

2009 – Present **Morris & McDaniel**
Staff Consultant

- Conducts job analysis studies for numerous protective service organizations.
- Analyzes data collected during job analyses to be used in reports.
- Develops and administers performance-based exercises for police and fire departments.
- Assists in the development and scoring of written knowledge-based and entry-level exams for government agencies and private sector organizations.
- Reviews technical reports to ensure quality and accuracy.
- Conducts statistical analyses of data.
- Translates documents to Spanish as needed.

Recognition and Honors:

Belhaven University

- Graduated with Cum Laude honors, 2009
- Accounting Club - President, 2008-2009 and Vice President, 2007-2008
- Achievement in Accounting Award – departmental award presented to one graduating senior
- Academic and Tennis Scholarship, 2005 – 2009



ELIZABETH WILSON
Staff Consultant

Education:

2006 - 2010 **University of Mississippi** Oxford, MS
B.A in Biology, Dual B.A. Degree in Psychology

Professional Experience:

2010 – Present **Morris & McDaniel**
Staff Consultant

- Develops job analyses and written test review procedures
- Conducts job analyses and job observations
- Serves as liaison to departmental personnel for scheduling and coordination of meetings and assessments
- Facilitates technical conferences, written test review sessions, and exercise development and review meetings
- Develops and administers performance based exercises including traditional assessment center exercises, situational judgment exercises, scenario exercises, and scenario based multiple choice questions for many public sector organizations
- Writes proposals

Recognition and Honors:

University of Mississippi

- Dean's List 2006, 2010
- Academic and Tennis Full Scholarship, 2006-2010
- Graduated with 4.0 Psychology GPA



GLENN S. GUIDRY ALLEN, M.S., M.Ed.
Staff Consultant

Education:

2004-2005 – Master of Education in (M.Ed.)
Major: Counseling & Personnel Services (Higher Education Administration)
University of Southern Mississippi
Hattiesburg, Mississippi

2002-2004 – Master of Science (M.S.)
Major: Sports Administration
Concentration: Sports Psychology
University of Southern Mississippi
Hattiesburg, Mississippi

1999-2002 - Bachelor of Science (B.S.)
Major: Psychology
University of Southern Mississippi
Hattiesburg, Mississippi

Employment:

October 2014 to present

Morris & McDaniel, Inc.

Performs evaluations for screening applicants of protective service organizations
Conducts meetings and trainings via WebEx
Conducts job analysis studies for numerous protective service organizations via WebEx and on-site
Develops and reviews performance-based exercises for police and fire departments
Analyzes data collected during job analyses to be used in reports
Assists in the development and scoring of written knowledge based and assessment center exercises for government agencies and private sector organizations
Writes job analysis reports
Reviews technical reports to ensure quality and accuracy
Researches, writes, edits, and produces new business proposals

July 2013 to November 2014

Mississippi State Hospital

Responsible for Orientation and Annual Training of all employees
Directing Annual Training Fair for over 2000 employees
Developing & implementing Annual Testing (online & traditional) for over 2000 employees
Demonstrated results in delivering effective training & effective collaborative relationships
Consults regularly with other departments in hospital, such as Public Relations
Certified Advanced MANDT Trainer and AHA BLS/Heartsaver Instructor
Presents regularly to over 50 staff weekly
Consults with executive staff on training issues



Maintained employee files to include certificates and training materials
Performed routine administrative duties applicable to Orientation & Annual Training

Nov 2008 to Feb 2011

Applied Technology Services

Training & Development:

Routinely provided training, coaching, and education to clients
Facilitated employee retention, increased job performance and effective employee/employer relations
Excelled at providing transitions services and support and job placement
Demonstrated a keen ability to design, develop, implement, and evaluate training plans and curricula
Utilized current Human Resources trends to guide services to clients

Need Assessments:

Identified & evaluated clients' interpersonal abilities, career development needs, life skills, academic preparedness
Made appropriate recommendations for improvements or referrals to other agencies based on individual evaluations
Utilized various assessment tools in determining KSAs
Provided routine counseling as part of the Needs Assessment Process
Determined areas of weaknesses & implemented individualized training goals to strengthen performance

Program Development Planning

Identified areas of program weaknesses & gaps in services
Assisted in formulation of policies, rules, regulations as necessary
Planned, directed, & coordinated activities in collaboration with state, federal, local agencies, employers, schools, & military personnel
Communicated written extensive case notes using CITRIX & other automated systems
Ensured compliance of program according to government policies procedures
Updated files according to Department of Labor standards

Public Relations/ Employer Development

Responsible for the cultivation & promotion of positive business community partnerships
Maintained effective public relations with state agencies & the public, including interpretation advocacy of company policy
Provided transition awareness events presentations to potential employers, schools, colleges, training programs
Routinely spoke & presented at meetings, conferences, social events
Served as community liaison of our agency for various agencies, organizations & companies
Recruited new employers for client placement

April 2006 - August 2008

Hinds Community College

Administration:

Managed, recruited, selected, supervised, trained, and evaluated eight professional staff
Developed & implemented Residence Life policies
Scheduled and conducted regular staff meetings



Formulated & established training goals based upon staff and department assessment outcomes
Designed, developed, & implemented staff training modules
Developed & adapted staff manuals, Performance Evaluations, Coaching/Discipline forms
Advised senior management of operations & human resource issues
Provided counseling, coaching, & discipline to professional staff
Coordinated & participated in weekend & holiday duty rotation
Supervised & evaluated the day-to-day operations of the Residence Life Department
Assisted in the coordination of department operations (opening/closing of buildings etc.)

Program & Student Development:

Managed, recruited, selected, supervised, trained, and evaluated 44 Resident Assistant staff
Provided counseling & termination to Resident Assistant staff
Coordinated day-to-day operations of the residence hall communities
Taught the Resident Assistant & Orientation Leader classes
Assisted staff in assessing resident needs and interests through use of surveys & discussions
Ensured that staff planned, coordinated, and implemented regular programs and projects based on Wellness Model
Evaluated and maintained accurate records of all Residence Hall programming
Submitted monthly and annual reports for residence halls to Director of Housing
Advised staff, residents, guests, alumni, administration, faculty, and parents
Advised the Residence Hall & Resident Assistant Council
Develop/conducted various surveys using internet & current software
Established & managed the performance awards for Resident Assistants
Directed & coordinated Student Housing Orientation

Professional Experience:

June 2005 to July 2005.

Learning Enhancement Center, Practicum Student,
University of Southern Mississippi.
Trained in software used by staff & faculty
Devised questionnaire for student focus groups
Organized & conducted focus group
Developed personal website using Dreamweaver
Developed online practice course shell using WebCT

June 2004 – July 2005

National Youth Sports Program, Program Assistant
University of Southern Mississippi.
Oversaw program under guidance of Program & Grant Director
Assisted in the hiring, training, & supervision of NYSP student staff
Advised Program Director, faculty & Grant Director of daily operations
Consulted with senior level administration on issues with parents & students
Coached & counseled student staff
Served as liaison for parents & guardians of program participants
Recorded data of program for USDA, & other federal government agencies



Data entry for future NYSP research
Organized existing data of NYSP information in meaningful manner

September 2004 - May 2005

Office of Disability Accommodations, Graduate Assistant,
University of Southern Mississippi.
Proctored student behavior during testing
Processed student exams for faculty grading
Scribed and/or read student exams
Retrieved & returned confidential exams to and from faculty
Provided escorts to vision impaired students across campus
Performed clerical duties

June 2003 - July 2003

National Youth Sports Program, Fitness & Nutrition Instructor
University of Southern Mississippi.
Instructed high-risk youth ages 10 through 16 in aerobics/weight training
Taught students how to calculate heart rate
Created skills tests to assess fitness/nutrition knowledge
Promoted health awareness through informational booklets I developed
Provided low cost healthy eating guidelines & recipes to students & families
Compiled data for future NYSP student attrition studies
Supervised two undergraduate assistants
Updated NYSP student records on days off

August 2002 - May 2004

Health & Human Performance, Teaching Assistant
University of Southern Mississippi.
Lectured undergraduate classes in Sport Psych
Performed literature searches & data entry
Proctored exams, graded tests & homework
Collected data for Dr. Maneval's Power-Pull Study in 2003

August 2002 - July 2003

Student Academic Enhancement Center, Graduate Assistant
University of Southern Mississippi.
Monitored student-athletes behavior during study hall hours
Assisted student-athletes in online registration for classes
Ensured student-athletes completed class work and homework assignments
Tutored psychology and sociology to student-athletes

June 2002 - July 2002

National Youth Sports Program, Drug & Alcohol Instructor
University of Southern Mississippi.
Taught drug and alcohol education to high-risk youth ages 10 through 16
Prepared daily work that educated students on consequences of drug use & abuse
Encouraged abstinence from drug use through focus groups, education, & games
Compiled and provided drug prevention information packets



April 2000 - Jan 2002

Office Staff/Server/Bartender

Copeland's Restaurant.

Interviewed & recommended for hire new wait & kitchen staff

Made out work schedules for all staff

Maintained & updated personnel files

Did background and reference checks on all new staff

Supervised staff

Hired and trained all new staff

Coached & terminated staff as needed

Responsible for payroll and bank deposits

Served Food, Consistently in top 5%

Bartended

Scholarships/Honors:

Dean's List, University of Southern Mississippi, 2005

President –College Student Personnel Association- August 2004 to August 2005

Social Chair –Sport Professional Student Association August 2003 to May 2004

Professional Achievements:

Reduced Non-Compliance of Staff Training in Annual Training fair (Mar 2014) from over 400 non-compliant staff to less than 90 in one year.

Nominated for Life Star Award, Hinds Community College (Dec 2007)

NYSP Fitness Program Implemented Nationally, (July 2003)

Teaching Experience:

2006-2008 Adjunct Faculty, Residence Life, Hinds Community College

2002-2004 Teaching Assistantship, University of Southern Mississippi, Health & Human Performance Department

Courses Taught (Graduate & Undergraduate):

Educational Leadership, Residence Life, Hinds Community College

Introduction to Sport Psychology - University of Southern Mississippi

Introduction to Sport Administration

Sport Law - University of Southern Mississippi

Professional Memberships:

National Association for Talent & Development

Mississippi Association for Training & Development

National Association of Student Affairs Professionals

Professional Activities:

Graduate Career

Mississippi Association of Student Affairs Professionals Conference

Basic Supervision Student Affairs Course

Train the Trainer Course

Assisted in the 2005 University Southern Mississippi Sport Law Conference

Attended Recreation Inclusion Conference

Undergraduate Career

First Aid Certified, American Red Cross



Observed ADHD Clinic under Dr. Joe Olmi
Participated in Graduate Level Practicum under Dr. Joe Olmi
Volunteer reader for children at Books-A-Million



ADAM LESTER
Information Technology Director

Employment History Morris & McDaniel, Inc., 2013 - present
Adcom Technologies; Founder, CEO/President, 2004 - 2013
Computer Works, LLC; Vice-President, 2010-2013
HD Entertainment and Gaming, Vice-President Operations, 2009-2010
Hallmark Security, Project Manager/Installation & Service Manager 2003-2004
CDE Integrated Systems, Voice & Data Technician, 2002-2003
MCI Worldcom, Network/Telecom Technician, 2000-2002

Qualifications & Affiliations MCSE-Microsoft Certified Solutions Expert
CCNA- Cisco Certified Networking Associate
Krone TrueNet Certified
Certified Ram IV Remote Programmer
Dell Certified Systems Engineer
Comptia Network +
Comptia A+
Comptia Security +
CFOT- Certified Fiber Optic Technician

Areas of Expertise

IT strategic and operational planning, information systems security, web development and database management.

Selected Assignments

Assisted in the implementation of technology and security improvements to one of the Defense Department's most powerful supercomputer centers, located at Stennis Space Center, Mississippi.

Worked in conjunction with the U.S. Department of Homeland Security to secure the McCoy Federal Building, U.S. Federal Courthouse and several Internal Revenue Service and Social Security Administration offices located across Mississippi.

Assisted in the re-engineering of MCI WorldCom's data network.

Managed a project to upgrade voice and data systems for the City of Jackson Emergency Communications Center and also made vast improvements to the data network of The City of Oxford.

Provided consulting, design, project management, and support services to large corporations including Eaton Aerospace, Nissan, Dell, Wal-Mart, and Target.



APPENDIX C

RECRUITING A DIVERSE FIREFIGHTING FORCE ARTICLE





IAFC

INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

Recruiting a Diverse Firefighting Force

Return to the [March 15, 2013](#) issue of On Scene

For many years, the Rochester (N.Y.) Fire Department has faced the challenge of recruiting a diverse firefighting force that better demographically represents our city's population. Successive chiefs have tried various approaches; some were more successful than others, but none seemed to produce positive results over multiple hiring cycles.

Two years ago, we set out to find a better hiring process to address this challenge. The successful answer has two fronts: the right recruiting and the right testing processes.

Our recruiting efforts were largely community-based. We worked with local agencies and churches to reach an audience that wasn't getting the information by traditional means, such as radio and television advertisements.

To find the right testing answer, we reviewed successful techniques and processes from around the county. We found a few cities that were creating a diverse candidate pool to hire from. Two of these cities—Memphis, Tenn., and Kansas City, Mo.—appeared to be hitting the mark. Both of these cities had enlisted the assistance of Morris & McDaniel, a consulting firm specializing in HR management.

Morris & McDaniel's recommended approach was to forgo the New York state written test/physical-ability model that was so familiar to us and instead employ a written test followed by an oral exam. They advised us to save the physical training for the training academy. Their professional trainers could individually tailor workout and nutritional routines to best prepare recruits for the rigors of firefighting.

It took both a leap of faith on our part to break with tradition and some convincing of our governmental leaders and agencies, but we successfully convinced the stakeholders and forged ahead with this new plan. We further refined our own processes and restricted exam eligibility to city residents. This helped ensure that candidates would be people who reflected the Rochester community because they are the Rochester community.

This process proved successful. We have the most diverse candidate pool in the history of the Rochester Fire Department. Furthermore, there's a depth to this diversity that will enable us to seat additional classes with the same amount of representation of races and genders.

I believe it will be easier to sustain this diversity mix as we move forward. A straw poll of the current recruit class indicates that half our recruits came from our new community-based recruitment efforts that involved city churches and community agencies.



The other half was more traditionally recruited through family and friends urging them to apply. As we know, the tradition in the fire service is that we are a close community. Our traditions run deep. The passion for what we do and our commitment to community service is passed from generation to generation.

We hope that the combination of a new testing format and recruiting focus will have allowed some of these traditions to take root across ethnic and gender boundaries, entering families and communities that weren't previously a part of the Rochester Fire Department. In the past, sons were encouraged to follow their fathers and uncles into the fire service. Now, instead of just sons, daughters will also follow. And they won't follow just fathers and uncles, but mothers and aunts as well, into the proud and noble profession of the fire service.

Our job isn't yet complete. The next measure of success will come in May, when we swear in the graduates of the current recruit class. Then we'll know that this forward-thinking combination of recruiting, testing and academy-based physical training has met our goal of providing capable, qualified and diverse firefighters ready to serve our community.

Salvatore Mitrano III is fire chief for the Rochester (N.Y.) Fire Department and a graduate of the Executive Fire Officer Program.

These changes wouldn't have been possible without the dedication and hard work of many others, including:

- Rochester Mayor Thomas Richards
- City Council President Lovely Warren
- City Councilman and Chair of the Public Safety Committee Adam McFadden
- Retired Fire Chief John D. Caufield
- Former Deputy Fire Chief Teresa Everett
- Our many community partners within the city, including many city churches



APPENDIX D

AKRON, OHIO LAWSUIT ARTICLE



Cleveland used testing company whose Akron promotional exams were found to discriminate

Posted by [jdubail](#) December 24, 2008 16:30PM

Cleveland has used the same Pennsylvania-based testing company whose promotional exams were found this week to discriminate against Akron firefighters based on age and race.

A federal jury awarded the 23 firefighters a total of \$1.9 million Tuesday, finding that the exams developed by EB Jacobs were biased against white candidates for captain and black candidates for lieutenant. In both instances, the exams discriminated against officers over 40.

Cleveland has for several years given EB Jacobs exams to police recruits and earlier this year gave a promotional exam prepared by the company. So far, two lieutenants and 37 sergeants have been promoted based on the results.

No lawsuits have resulted, and Cleveland officials said their promotional exam was different from the one used in Akron. But both exams consisted of written and in-person sections, and neither video-recorded the in-person interviews.

The lack of a video record of the interviews figured prominently in the Akron firefighters case. Without a record of the interviews, lawyers argued, test takers and test givers cannot prove the tests were given or graded consistently and accurately.

"If you don't do recordings, you can't appeal the results," Christy B. Bishop, one of the attorneys hired by firefighters in Akron, said Wednesday.

EB Jacobs President and Co-Founder Janet Echemendia could not be reached for comment.

Lucille Ambroz, who oversees testing in Cleveland as secretary of the Civil Service Commission, said Wednesday that city officials thoroughly reviewed the exam in advance to make sure it was not discriminatory.

"We're very comfortable with the test," Ambroz said.

Cleveland recorded oral interviews on promotional exams in the past, but Mayor Frank Jackson's administration decided not to record the interviews on the EB Jacobs exam, Ambroz said.

"There was definitely a decision not to record them," Ambroz said. "You don't really get the true picture of the individual. It (being on camera) makes people nervous."

Cleveland used testing company whose Akron promotional exams were found to discriminate

Cleveland can continue to use the EB Jacobs promotional exam results for promotions through May 2010.

Jackson's administration plans to give tests in 2009 for hiring firefighters and police officers. Officials have yet to select a company to develop that test.



In Akron, city spokesman Mark Williamson said attorneys have not decided whether to appeal the decision in the case before U.S. District Court Judge John R. Adams. He declined to comment further.

Dennis Thompson, one of the attorneys hired by Akron firefighters, said problems with the exam included test givers presenting questions to candidates in different ways and officials scoring the tests multiple times.

The firefighters only had to prove that the test discriminated, not that the discrimination was intentional, attorneys said.

Eleven of the firefighters who took the lieutenant's exam were given \$81,000 in lost wages. Eleven firefighters who took the captain's exam were awarded \$90,000. Another firefighter who took the captain's exam died while the case was pending; his family will receive \$10,000.

Bishop and Thompson successfully sued Cleveland over a promotional exam in the past, winning a \$650,000 settlement and promotions for 15 black firefighters. That test was not prepared by EB Jacobs.

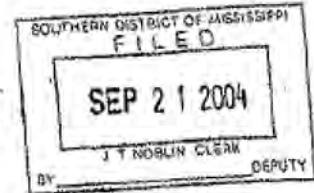


APPENDIX E

**U.S. District Judge Walter Gex of United States
District Court for the Southern District of Mississippi
Southern Division**



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION



WILLIE MORROW, et al.,

Plaintiff,

-vs-

JIM INGRAM,
Commissioner of Public Safety
of Mississippi, et al.

Defendants.

Civil Action No. 4716 (G)

Judge Walter J. Gex, III

SETTLEMENT AGREEMENT AND ORDER

A: Introduction and History of This Case

1. This action was originally filed on July 30, 1970 as a class action employment discrimination suit pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, Title VI of the Civil Rights Act of 1964, and Title 42, U.S.C. §§§ 1981, 1983 and 2000(d) on behalf of all African-American individuals ("Plaintiffs") seeking declaratory and injunctive relief with respect to discriminatory hiring practices followed in the recruitment, examining and hiring of individuals for the position of State Trooper/Patrolman (hereinafter "Patrol") for the Department of Public Safety of Mississippi (the "Department" or "Defendants").

2. On September 29, 1971 this Court, Judge Nixon presiding, entered an Order finding the hiring practices of the Defendant to be discriminatory, and granting the plaintiffs certain relief. That Order has been modified and supplemented from time to time since 1971. The Court has maintained continuing jurisdiction over this proceeding and over the defendants for purposes of enforcing its orders. The defendants and their



circumstances. Plaintiffs opposed the motion and asserted that the integration in the workforce is due to the consent decree and the 50-50 recruitment order and, if dissolved the workforce would re-segregate.

6. The Department contracted with **Morris & Associates**, an industrial psychological firm, to **develop a valid entry level selection process for the job of State Trooper. That system has now been developed and the Department intends to use that process in the selection of future cadet classes.** Defendant believes that **this is a valid selection process that is job related and consistent with business necessity.** A copy of those procedures and reports has been made available to plaintiffs.

7. All parties agree at this point in time that the Department's current force is 34% African American and the relevant labor market in Mississippi according to the 2000 census is 26% African-American.

8. The Plaintiffs have reviewed the untested selection process and do not believe that disparate impact can be assessed until after the selection process has been implemented.

9. All parties agree that it is in their best interest to avoid the uncertainties, delay and expense of protracted litigation.

10. The parties all recognize the significant benefit to implementing the revised Patrol selection process, including the requisite monitoring and refining as appropriate during its initial implementation.



B. Agreed Implementation of Revised Patrol Selection Process

11. The selection process developed by Morris & Associates, referenced above, will be used to select candidates for subsequent cadet classes of the Mississippi Department of Public Safety. That process consists of the following:
 12. All individuals seeking to be hired by the Patrol shall submit an application in compliance with Miss. Code §§ 45-3-7, 45-3-9.
 13. All applicants meeting the above minimum qualifications will take the Reading Ability Test developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as the "Mississippi Highway Patrol Reading Ability Test," as well as retained by the Department. This Reading Ability Test will test the applicant's ability to read at no more than an 1st grade level as per Flesch-Kincaid.
 14. The Reading Ability Test will be graded as "pass" or "fail" with a cut score of 77% or 33 correct answers out of 43 items.
 15. All applicants with a "pass" grade will move to the next step in the Patrol selection process.
 16. The step following the Reading Ability Test in the Patrol selection process is the Written Examination developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Written Examination," as well as retained by the Department.



17. All candidates given the Written Examination will also undergo an Oral Interview in compliance with the Oral Interview process outlined in the Entry-level Trooper Oral Board Validation Report prepared by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Oral Board Validation Report," as well as retained by the Department.
18. The Written Examination score and the Oral Interview score will be combined and weighted 50/50 to produce a combined score.
19. The applicants will then be placed in rank order based upon the combined scores of the Written Examination and the Oral Interview. The Department will, based upon the rank order, select a number of applicants to advance to the next step of the Patrol selection process, the Background Investigation. The parties agree that the Department will initially implement a top-down ranking order of applicants. If this ranking results in a disparate impact based upon race, the Department will utilize banding of the candidates in an effort to minimize disparate impact.
20. Only those applicants who successfully pass the Background Investigation will move on to the next step in the Patrol selection process, the Polygraph Examination.
21. Those applicants successfully completing the Polygraph Examination will proceed to the next step in the Patrol selection process, the Physical Examination.
22. The applicants successfully completing the Physical Examination will be offered seats as candidates in the Department's academy class.



existence of this lawsuit, notice that there is a proposed settlement and that there will be an opportunity to file objections, and notice that a copy of this Settlement Agreement may be obtained in person or by mail from the Department of Public Safety, Personnel Office, P.O. Box 958, Jackson, MS 39205, between the hours of 8:00 A.M. and 5:00 P.M. on business days. The text of the published Notice is attached hereto as Attachment B.

35. Any objections to this Settlement Agreement must be in writing and postmarked to Michael L. Foreman, Esq., counsel for Plaintiffs, by ~~12:00 noon on~~ *The date for filing objections is the* ~~2004, or they shall not be considered.~~ *2004, or they shall not be considered.* ~~The hearing on objections shall be held on~~ *A date to be determined by the Court* ~~2004 at 1:00 P.M. in Courtroom~~ 1. In the event that no objections are filed by the deadline, the proposed Settlement Agreement shall stand without further order of the Court as finally approved.

SO ORDERED:


Walter J. Gex, III.
United States District Judge

Dated: September *17th*, 2004



APPENDIX F

MYERS AND MORRIS CASE STUDY ON ASSESSMENT CENTERS



Developing a Valid and Credible Promotion Process

Richard W. Myers, Chief of Police (ret.)

David M. Morris, HR Consultant

Triggered by the appointment of a new, outside police chief, many internal processes within a major Western U.S. city were examined for both effectiveness and efficiency. It was evident that many within the organization were skeptical about the validity of prior promotions. Having employees believe that some promotions reflected more on organizational friendships than on merit contributed to an overall sense of mistrust between leadership and the rank and file. Additionally, the agency was poised to enter several years' worth of retirements requiring selection of new leadership in many key positions.

In compliance with the City's procurement policies, the agency submitted requests for proposals on the overall process of selecting candidates for promotion, concurrent with forming an internal process improvement committee comprised of stakeholders of various ranks and positions. Once the city selected the firm of Morris & McDaniel, Inc., the process improvement committee worked with the consultants to design a system that rewarded candidates based on real merit and job related factors.

Knowledge was rewarded through the use of a multiple-choice test using internal and external source materials selected by agency command staff. The test was designed to measure true knowledge of job relevant factors, and not to simply reward a good test taker.

Aptitude for supervising, managing, and leading was rewarded through the use of an Assessment Center using external assessors, who were trained on evaluating the behaviorally-based performance of candidates in simulated real-world exercises.

Predictive behaviors from **past performance** that demonstrate how well a candidate will do in the target job were rewarded through the use of a Professional History Portfolio, prepared and submitted by the candidate, to address specific behavioral dimensions important to the job. This exercise was rated by internal assessors who were trained on evaluating the specifically identified behavioral dimensions. The candidates had some input on which approved and trained internal assessors would rate their Professional History Portfolio.

Behaviors that demonstrated the candidates' alignment with the agency mission were rewarded through the use of the Chief's interview. Proper training for the chief and staying focused on behaviorally grounded questions ensured consistency in the questions and required responses that revealed prior predictive behaviors of the candidates.

Each of the above components, based on the job analysis, was given a maximum number of points which the candidate could achieve. All components acted in a true compensatory manner, meaning there were no "cut scores" or multiple hurdles. As a result of all components contributing to a candidate's total score, there were fewer errors typically seen in promotional assessments. Measurement errors such as false positives (candidates who place at the top, but are widely recognized as not qualified to be there) and false negatives (candidates who scored poorly but are widely recognized as top leadership candidates) were either substantially mitigated or eliminated entirely.

Ultimately, the true measure of an improved process is outcome based. In this agency, command staff enjoyed selecting candidates who were clearly identified as most deserving of the added responsibilities of being promoted, and employees throughout the agency enjoyed a heightened sense of trust and confidence in the candidates who assumed new leadership roles.



Additionally, the number of employees testing for promotion increased significantly, as the process served an additional and valuable benefit of identifying developmental needs for individual candidates to focus future growth and educational opportunities.

Submitted by Chief Richard W. Myers and David M. Morris, Ph.D., J.D.

A case study provided as part of a report submitted for publication entitled:
Police Human Resource Planning, Gary Cordner, Ph.D. & Annmarie Cordner, Ph.D., Kutztown University, September 2013



GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Mecia Griffin 4-3235
Sponsor/User Dept.	HRD	Sponsor Name/Phone	N/A
Solicitation No	RFP 5800 EAD3000	Project Name	AFD Promotional Testing
Contract Amount	\$900,000	Ad Date (if applicable)	5/21/18
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Civil service promotional process consultants qualified and experienced in the development of job analysis for promotional ranks within the Fire Service, development and validation of written multiple-choice promotional examinations, development and execution of assessment center exercises for the purpose of promoting Austin Fire Department (AFD) personnel			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
RFP 5800 SLW0504 no goals			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
9242080 - 100%			
Erin D'Vincent		5/4/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/7/2018	Date Assigned to BDC	5/7/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
<i>If Other was selected, provide reasoning:</i>	
MBE/WBE/DBE Availability	
None	
Subcontracting Opportunities Identified	
None	

John Wesley Smith 05.08.18	
SMBR Staff	Signature/ Date <i>John Wesley Smith</i>
SMBR Director or Designee <i>[Signature]</i>	Date <i>5-8-18</i>
Returned to/ Date:	